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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

A Country Solicitor's Knighthood.

THE PRIME MINISTER'S recent Honours List included the conferment of a Knighthood on Dr. GEORGE DUNCAN GREY, who is in practice as a solicitor at Weston-super-Mare, but since the newspaper announcement did not mention his professional position or give any hint of the nature of the "public and professional services" for which the honour was given, we are glad to be able to supplement it with the account of Dr. DUNCAN GREY'S career, which we print elsewhere. It includes a wide range of legal learning, and athletic, literary, social and political activity, and the honour is the more noticeable in that it appears in the strictly select list which the Prime Minister has issued as his own. We have pleasure in congratulating Sir GEORGE DUNCAN GREY on the honour done to him and to his profession, though no doubt it is due to the wider spirit which animates so many country solicitors and enables them to reconcile a variety of outside interests with the sufficiently exacting work of a lawyer's life.

The King's Speech.

THE GREATER PART of the King's Speech at the opening of Parliament on Tuesday dealt with matters which are outside our sphere of interest. The restoration of peace conditions in Europe only concerns us so far as, amid the general lawlessness, it raises an occasional point of International Law, but we may be permitted respectfully to agree that "the financial burdens of the country are heavy, and reductions in public expenditure remain essential to the well-being of the State." As to Rent Restriction, though we make a few observations on the Report of the Committee below, we are content in the main to wait for the proposals which will be made to carry into effect "certain of the Committee's recommendations"—a clear intimation that

the report is only to be partially adopted. And further, Parliament is "to be asked to deal with difficulties arising out of the legal interpretation of the Act," in other words, to clear up the troubles caused by judicial interpretation of the imperfectly-expressed intentions of Parliament. As to that, we shall await the terms of the new Bill. But legal interest centres in the main on the concluding words of the Speech :—

> "Measures will be submitted to you for simplifying legal procedure and effecting economies, especially in the County Courts, and for the consolidation of various branches of the law, particularly that relating to the Supreme Court and to Real Property and Conveyancing."

This, of course, is what Lord CAVE, taking up the work of Lord BIRKENHEAD, has promised, but all lawyers will look with interest to see the form which these measures take.

The Rent Restriction Report.

WE PRINT elsewhere the Summaries of Recommendations of the Majority and Minority Reports of the Rent Restriction Committee, and also the substance of the Reservations made by several of the majority. An obvious objection to the Majority Report, recognized by the Reservations of Mr. WHITE and Mr. MOODIE, is that the higher rented house, first brought under protection in 1920, when the injustice which had been done in excluding them was tardily remedied, are to be decontrolled first. It is probably correct to say that at the present time the pressure of the housing problem falls with special severity on the middle classes—especially the lower middle classes, whose earnings have not been raised in rough proportion to the increased cost of living as in the case of many of the working classes. And for the working classes there has been some, though insufficient, increase of accommodation.

Conversion of Houses into Flats.

AS A MATTER of fact, estate agents and practical builders are generally agreed that the true solution of this problem is the conversion of large houses in the West End and the suburbs of our large cities into habitable self-contained flats. The building of new houses, at present rates of wages and prices of raw material, still costs more than those at the rates of 1914. On the other hand, our cities are now full of large houses in residential areas which cannot be let because people can no longer find servants to work or afford the heavy expenses of living in such houses. But the covenants in leases stand in the way, and so far, very ineffective provision has been made for relaxing them. The movement in this direction, however, is bound to come. Scotland, New England, and the Continent, have long since quietly adopted the principle that, except in the suburbs and in the case of a few fashionable terraces where very rich persons reside, the normal middle class dwelling in towns shall be a flat with a common stair. Sir WALTER SCOTT, in "Redgauntlet," points out this characteristic of the Edinburgh of his day, and draws the contrast between London and Edinburgh in this respect, showing how the flats in the latter, up a common stair, were much more commodious and convenient, with larger rooms and better offices, than the separate terraced houses in Bloomsbury or Westminster. They were also cheaper. ADAM SMITH, so long ago as 1776, in his "Wealth of Nations," pointed out that the English ideal of a cottage in town for every working man and a mansion in town for every merchant or professional man who did not live over his shop or office, was bound to prove costly and impracticable in the long run. It seems a pity that the Committee takes no heed of this economic key to the situation, familiar to all interested in the problem of re-housing the London slum dwellers, and has not made any suggestions for improving the machinery of the Statute so as to speed-up the very slow process of converting mansions into flats.

Suggestions for the Reform of the Act.

SOME SUGGESTIONS by way of supplement to the Committee's proposals may be offered. In the first place, since fairly considerable alterations of detail are proposed in the Act of 1920, involving much more than a mere renewal of its terms for a further period of time, the draftsman might take the opportunity of re-drafting the statute on clear, consecutive, and logical lines. Some time since we submitted for his consideration in these columns an outline of the changes necessary to satisfy such requirements. Again, our proposal for dealing with the situation resulting from the Scots decision of *Kerr* v. *Bryde*, 1923, A.C. 16; *ante*, p. 112, might reasonably be adopted: namely, the disentitlement of any tenant to renewed statutory protection unless he waives his claim to recover arrears of rent arising out of the landlord's omission to give the technical notice to quit along with the statutory notice of increase of rent. Lastly, the troublesome question of "apportionment" in the case of a statutory house sub-let by the statutory tenant to a statutory sub-tenant, should be solved by simply abolishing the remedy of "apportionment" altogether, and substituting for it the logical equivalent that the standard rent of the sub-let portion of the premises shall be ascertained on the same principle as that of a separate dwelling-house let as a whole. It should be noticed that the Committee do not deal at all with the situation caused by *Kerr* v. *Bryde*, *supra*, since that has been referred to a separate committee, but they recommend that notices of increase of rent should be simplified. There was, indeed, never any justification for requiring these to be in statutory form, and in that respect, at any rate, the new Act should be made retrospective—*i.e.*, so as to cure any defect in the form of the notice if it gave the tenant sufficient information as to the proposed increase.

County Courts as Courts of Conciliation.

ONE OF THE most interesting of the suggestions of the Rent Restriction Committee is that an attempt should be made to provide machinery whereby cases may be heard and decided, or a settlement arrived at, before the cost of litigation is incurred. We reprint elsewhere from the *Westminster Gazette* a letter from Judge PARRY, in which the project for Conciliation Courts, of which he is well-known to be a strong advocate, is stated very clearly. He reminds us that it was proposed by Lord BROUGHAM early in the last century, when that ardent law reformer was attempting to deal with the reconstruction and extension of local courts. His proposals as to the courts bore fruit some years later in the establishment of the county court system, but nothing came of conciliation. In his book, "The Law and the Poor," Judge PARRY—who has always been on the side of the poor in litigation and other matters, such as imprisonment for debt—drew attention to the system of the "preliminary of conciliation" as applied in France. "I want," he said, "the judge of the county court to be clothed with the duty of the French *juge de paix*, whose business it is, in the first instance, to bring the parties together and get them to shake hands." More recently he has referred on several occasions—and in his present letter—to the similar system in Denmark. No doubt the Rent Restriction Act seems to give a good opportunity for trying this method, for Parliament, in legislating for a purely temporary purpose, managed to raise a whole series of legal questions of a very difficult and highly technical character, the decision of which has for legal purposes no permanent value. On the other hand, the decisions have governed a multitude of cases besides those before the court, and have had an influence in avoiding litigation which no system of conciliation could afford. The question is really, whether it is just that law should be made, and the ambiguities of Parliament corrected, at the sole expense of the litigants, or rather the one of the litigants—it may be—who tries to support the real intention of Parliament, or what Parliament would have intended if it had chosen to think about the matter, but is beaten on a legal technicality, such as the necessity of an entirely useless notice to quit.

The ex-Lord Chief Justice of Ireland.

THE DEATH OF Mr. RICHARD CHERRY, K.C., at the age—early for a successful lawyer—of sixty-three, will recall to readers of the Irish Law Reports a figure almost forgotten to-day; so quickly do legal memories fade. Mr. CHERRY was Lord Chief

Justice of Ireland from 1913 to 1916, when he retired as the result of the premature breakdown in health which has now unfortunately resulted in his untimely death. Prior to this he had been Attorney-General of Ireland from 1905 to 1913, and upon his shoulders, along with those of Mr. BIRRELL, there fell in the first instance the terribly responsible problem of deciding how to deal with the arming of Ireland by Orangemen and Sinn Feiners alike, which went on steadily from the defeat of Mr. BALFOUR'S Government to the outbreak of the Great War. Mr. CHERRY succeeded Lord O'BRIEN, L.C.J., who for thirty years had been the greatest jury advocate at the Irish Bar. As law-officer PETER O'BRIEN had been vociferously accused, probably without much real ground, of "packing" juries in order to secure the conviction of cattle raiders and tenants who shot their landlords in the moonlight; the Nationalists hated him and nicknamed him "Peter the Packer." CHERRY had to endeavour to secure the conviction of criminals, agrarian and political, without resorting to any methods which could expose him to any such suspicion; and he found the task no easy burden. Probably the tense anxiety of those four strenuous years was the mainspring of the disease which terminated his life. A quiet, lucid, somewhat obstinate pleader and somewhat prosaic as a speaker, he was the very reverse of the fiery orator one usually conjures up when a successful Irish barrister is under discussion. In his modest and limelight-shunning way he did yeoman's work in the task of preserving Irish peace, and all who watch with sympathy the terrible tragedy now convulsing Ireland will regret the loss of one who did so much to stay the torrent, which has since, to all appearance, engulfed the sister island.

The End of the Irish Removables.

ONE PICTURESQUE feature in the legal life of Ireland, by the way, has now been brought to an end by the New Irish Government. The "Removable" magistrates are under notice to quit, and their place will be taken by unpaid Justices of the Peace as soon as martial law can be relaxed. It was Lord PALMERSTON who appointed the "Removables," who are the equivalent of our English stipendiary; he did so because the county gentry of Ireland were all or nearly all Protestants, and their administration of justice was unacceptable to the Catholic peasantry. The "Removables," holding office at the discretion of the Lord Lieutenant, and receiving the far from handsome salary of five hundred a year, did magnificent work in restoring the public confidence in Irish justice. They became the "guides, philosophers, and friends" of the dwellers in their districts, rich and poor alike, much as an India Deputy-Collector used to be in a less democratic Hindustan, and as the Resident Magistrate in Rhodesia or Zululand still is. Their work in court was not exacting, and the social amenities were great in a country where one needed no large income in order to hunt, shoot, fish, and boat. An attractive picture of this class of Irish gentry, usually the younger sons of local magnates called to the Bar on leaving Trinity College, Dublin, has recently been drawn by KATHARINE TYNAN in the columns of *The Times*. Like a Scots Sheriff-Substitute, the Irish Removable combined in himself a multitude of administrative and judicial duties, which in England are performed by separate specialists, and he had accordingly a fullness of life not possessed by the mere stipendiary here. Readers of GEORGE BIRMINGHAM'S novels will not easily forget this fine type of the Irish lawyer, and the Romance of Law will be the poorer by their supersession.

The Equivalent of King's Counsel in the United States.

OUR CONTEMPORARY, the *Law Times*, drew attention last week to the fact that Mr. J. ARTHUR BARRATT, whose name appears in the list of new Silks, is the second member of the American Bar to whom the patent of King's Counsel has been conferred. It is a remarkable sign of the catholicity of British Institutions that an American citizen should be granted an office attached to the person of the British Monarchy, for, in theory, the patent of a King's Counsel retains him as one of the King's servants. The patent, in fact, is issued under the Great Seal of the Lord Chancellor, and is really a Commission, similar to that granted to an officer in the Army or Navy or a Civil Servant of the Administrative Grade. The United States, of course, has nothing precisely corresponding to the office of King's Counsel, but it has a curious substitute which, in practice, serves the same function. In the United States only Federal Judges are appointed for life. All the State Judges, whether of the Supreme Court, the District Courts, the County Courts, or the Town Courts, are elective officials, elected for a mere term of years. The period is usually seven years, but frequently is much shorter. Nor is it always, or even usually, renewed by the Electorate on its expiry; so that American ex-judges are continually returning to practice at the Bar. To meet this special feature of American legal life, the American local and Supreme Court Bars recognise a special status, that of ex-judge; certain honorary privileges and precedence are accorded to ex-judges; and, like our King's Counsel, they are expected not to appear without an ordinary lawyer as junior; but there is no rigid rule of etiquette to this effect. It is one of the most remarkable features of American life, from an English point of view, that an ex-judge resumes his practice as a matter of course; even judges of the Federal Supreme Court, such as Mr. HUGHES and ex-President TAFT, when they resigned their seats on the Bench to adopt a political career, returned to legal practice as a matter of course without comment on the part of any critic.

Sales by Auction in Markets.

ALTHOUGH THE courts may be chary of disturbing bye-laws made by local authorities for the proper administration of the areas under their control, it is not surprising that the validity of a bye-law is challenged from time to time. Thus in the case of *Nicholls* v. *Tavistock Urban District Council*, W.N., 1923, p. 37, the defendant Council framed a bye-law for the regulation of the markets under their control which was as follows:—"No person shall sell or cause to be sold by auction, dutch auction, or public competition, any goods, articles or things whatsoever, without the consent of the superintendent collector, inspector or surveyor of the markets, or his assistant signified in writing under his hand. Every person offending against this bye-law shall forfeit and pay for every offence any sum not exceeding forty shillings." The question arose through an attempt being made by the local authority to confer upon two firms of auctioneers, to whom a portion of the Tavistock market had been demised by the local authority on market and fair days for a period of seven years, the sole right of conduct of all sales by auction in any markets under the control of the local authority. Exception was taken to this by some of the neighbouring farmers, who regarded it as an infringement of the general right of the public to come to the market and to buy and sell there as they pleased. The bye-law, which really gave to the local authority power to prevent anyone from selling by auction in the market was held invalid, a declaration being made to the effect that one of the plaintiffs, who was a farmer, was entitled to employ the other plaintiff, who was an auctioneer, as his agent, to sell goods by auction on market days in that part of the market which had not been demised to the auctioneer-lessees. It seems clear that a bye-law such as that in dispute might easily operate as a restraint on trade, and, while it is clear that some control should be exercised in all public places to prevent the possibility of noise and confusion arising, it would appear to be unreasonable that a local authority should be in the position to avail themselves of a bye-law which would enable them, if pursued to its full extent, to put a stop altogether in the local market to sales by auction which, whatever may have been customary at the date when the bye-law was framed, are a very common, if not the prevailing, method of disposing of live stock at the present time.

Diplomatic Protection.

AN OBSCURE branch of International Law has come into unexpected prominence within the last three months as the result of discussions at Lausanne between the Turkish and Christian Power representatives. We refer to the right of intervention

on behalf of its own subjects which one sovereign State exercises in relation to others, and which has now acquired the special name of "Diplomatic Protection." The meaning of the term is this. Where citizens of State B are within the jurisdiction of State A, they are subject in all respects to the legal obligations of the Municipal Jurisprudence of State A. Where they incur wrongs they must employ the remedies afforded by the laws of that State to its own citizens, in so far as those remedies are available to foreigners. Where they incur wrongs not recognised as such by the law of that State, however, their position is different. The general principle of *ubi jus, ubi remedium*, to which the late Professor DICEY gave the paradoxical translation, "where there is no remedy, there exists no right," applies to the citizens of State A itself, but not necessarily to the citizens of State B resident within the jurisdiction of State A. The latter, in such a case, may seek the protection of their own Sovereign, namely, State B. That State has then, in International Law, a recognised right to intervene on behalf of its own citizens, by making "diplomatic representations": it is this intervention to which is given the technical name of "Diplomatic Protection." Of course, State A may refuse to recognise any wrong it has done or to afford any remedy; but in practice it not unfrequently does afford an extra-judicial remedy which takes the form of paying compensation to the injured citizen of State B, although no such public compensation would be paid in a like case to one of its own citizens. But the right only arises, it should be noticed, where B's citizen has not suffered any legal wrong recognised by the laws of State A. Where he has, he must seek his remedy thereby under these laws. A legal wrong may be either (1) a private civil wrong committed by a citizen of State A; or (2) a crime so committed against the citizen of B; or (3) an Act of State committed by the Government of State A against him. For (1) or (2) he has the usual legal remedies against State A, and therefore Diplomatic Protection is not available. For (3) the citizens of State A might, or might not, have a remedy against their own State, but a foreigner has no legal remedy for an Act of State; therefore, having no legal remedy, he is entitled to the special remedy by Diplomatic Protection. It has been suggested that the Turkish Capitulations (under which a Christian foreigner in Turkey is liable only to civil, criminal and fiscal proceedings in the courts of his own consul) might be replaced by the recognised machinery of "Diplomatic Protection," only made regular in the case of Turkey instead of occasional only, as it is between one great Power and another. The classical treatise on this new branch of International Law is that of Professor PAUL BORCHARD, published in 1915.

The Trial of Cases at Assizes.

A FEW DAYS AGO Mr. Justice DARLING (after conferring with the Lord Chief Justice) refused to accede to two applications that dates might be fixed for the trial of actions in London. In one of the actions all the witnesses would have to come from Coventry, and in the other from Yorkshire. Neither of the actions being a jury action, there could be no question of local prejudice, and, as Mr. Justice DARLING pointed out, they might equally well be tried at adjacent assize towns. It is, indeed, difficult to see any cogent reason for bringing to London non-jury cases which *primâ facie* ought to be tried at the local assizes. It is clear that local trial means a great saving of expense to the litigants, few of whom can well afford the expense of unnecessarily bringing witnesses to London and keeping them there, sometimes for several days, waiting for the case in which they are concerned to come on for hearing, and, if the case is one of some length and complication, for several more days after it has been reached. We were under the impression that the practice was now well settled in accordance with Mr. Justice DARLING'S ruling.

Mr. Arthur Hewett Spokes, LL.D., of St. Andrew's place, Regent's Park, N.W., and of Pump Court, Temple, E.C., Recorder of Reading since 1894, and formerly Recorder of Newbury, who died on 7th December last, aged 69, left estate of the gross value of £62,369, with net personalty £61,659.

Increase of Rent &c. Act, 1920.

Recovery of Possession.

IT is provided by the Increase of Rent &c. Act, 1920, s. 5, (1) (*a*), that one of the grounds upon which a landlord may recover possession of a house to which that Act applies is that he proves that "any rent lawfully due from the tenant has not been paid." But the court is not bound to give the landlord possession upon proof of that fact, because the sub-section concludes with the words "and . . . the court considers it reasonable to make such an order."

This discretion was absent from the Increase of Rent, &c. (Amendment) Act, 1919, s. 1 (1), and the words of that Act were, "so long as the tenant continues to pay rent at the agreed rate." These words came before the court for interpretation in the case of *Beavis* v. *Carman*, 1920, W.N. 159, and the court held that a tenant who was in default in payment of rent at the date when the writ was issued could not remedy his default by paying into court the sums due after issue of the writ, for that matter crystallised at the date of the writ.

In the later case of *Benabo* v. *Horseley*, 64 SOL. J., 727, it was pointed out that though at the hearing in the court of first instance, the landlord had shown that the tenant had not continued to pay rent at the agreed rate, the Act of 1920 had been passed before the hearing of the appeal in the Divisional Court, and consequently that when the case was remitted to the learned county court judge, he would have a discretion to refuse to make the order for possession.

Since that decision, there has been a widely-spread tendency to refuse an unconditional order for possession merely upon the ground of non-punctual payment of rent. As an example, the case of *Reeks* v. *Shelley*, 36 T.L.R. 868 may be referred to. In that case a tenant of a dwelling-house was in arrear with his rent, and the landlord gave him notice to quit, expiring on 21st June, 1920. The court made an order for possession with costs, but in the exercise of its discretion directed that the order should be discharged if within three weeks the tenant paid the arrears of rent and mesne profits.

A similar case in Ireland is reported under the name of *Urkwickee* v. *Gutkin*, 1921, 55 Ir. L.T. 39.

So frequently was a like course taken that some tenants had almost forgotten that a discretion was being exercised in their favour, when in such cases their landlord was refused possession. To such *Brewer* v. *Jacobs*, 1923, W.N. 41 may come as a surprise. In that case a quarter's rent became due on 29th September, 1922, and, not having been paid, the landlord in October issued a summons in the county court for an order for possession on the ground, *inter alia*, that the rent lawfully due had not been paid. On 13th November, 1922, the defendant paid the rent due into court, but on 11th December, 1922, when the case came on for trial the county court judge nevertheless made an order for possession.

An appeal by the tenant to the Divisional Court failed, that court observing that, as the tenant was a statutory tenant, he was only *entitled* to remain in possession so long as he complied with the provisions of the 1920 Act.

It ought, perhaps, to be added that in cases where a question as to what is the true rent payable arises, no order for possession will be made upon the ground that rent lawfully due from the tenant has not been paid, pending the determination of the "question" as provided by s. 2 (6) of the Act. And if the court were satisfied that the question had been raised by the tenant *bonâ fide*, an order for possession, if made, would most probably be discharged upon payment by the tenant of the rent found to be due by him, even though his contention as to the rent so payable was held to be ill-founded. Cf. *Dun Laoghaire U.D.C.* v. *Moran*, 1921, 2 Ir. R. 404.

ARCHIBALD SAFFORD.

Super-Tax and Private Companies.

II.

We stated last week (*ante*, p. 290) the case which was the real origin of s. 21 of the Finance Act, 1922, or whether that is correct or not, is typical of the cases which led to it; and we summarized the provisions of the section. With the object of the section—namely to prevent the formation of companies and the building up of reserves so as to avoid liability to super-tax, which would be incurred if the profits were dealt with in the ordinary way—the House of Commons professed unanimity; but the details of the clause which now appears as s. 21 were keenly debated, largely by solicitors, including Mr. Dennis Herbert, Sir W. Joynson-Hicks, Major Hills, and Sir Watson Rutherford, and its practical working was regarded with no little apprehension. The chief discussions took place on 20th and 27th June in Committee on the Finance Bill (*Hansard*, H.C., Vol. 155, cols. 1221 *et seq.*; 1865 *et seq*), and 13th July on consideration of the Bill as amended (*ibid*, Vol. 156, cols. 1507 *et seq*. The result of the discussion on 20th June was that the clause was withdrawn and re-introduced on 27th June, with substantial alterations, as a new clause. The alterations subsequently made—(1) confined the section to companies registered after 5th April, 1914, instead of 5th April, 1909; in the original clause there was no limit of time; (2) made the first year of assessment 1923-24 instead of 1922-23, thus making it unnecessary to re-open accounts for 1921; and (3) remitted corporation profits tax in cases where super-tax becomes payable under the section. The then Chancellor of the Exchequer also admitted that two matters would require consideration before the section came into actual operation, and these will presumably be dealt with in this year's Finance Bill. They relate to the adjustment of liability where some members of the company are liable to super-tax and others are not (*Hansard*, Vol. 156, cols. 1514-15); and the exclusion of companies registered after 5th April, 1914, by way of reconstruction (*ibid*, cols. 1518-19). We will take up the points on the section in the order we mentioned last week:—

1. *Private Companies within the section.*—There was before the Companies Act, 1907, a well-understood practical distinction between public and private companies, but it was that Act which introduced the statutory distinction. At present the definition of a private company is contained in s. 121 (1) of the Act of 1908, as varied by s. 1 (2) of the Act of 1913. It must by its articles restrict the right to transfer its shares; limit the number of its members (exclusive of past and present employees) to fifty; and prohibit public issues of shares or debentures. And companies within this category have various privileges, the most important of which is that they are not bound to publish their accounts. Moreover, they may be formed with only two members.

The companies subject to liability for super-tax are defined by s. 21 (6), and, to a certain extent, the definition is taken from the statutory private company under the Companies Acts. The number of shareholders is limited to fifty (to be computed in a special manner), and there must be no public issue of shares. But the main requirement is that the company must be under the control of not more than five persons. These are paras. (*b*) (*c*) and (*d*). Para. (*a*) is the restriction to companies registered after 5th April 1914.

As just stated, the number of shareholders is to be computed in a special manner. Thus, for the purposes of s-s. (6)—

> "In computing the number of shareholders of a company there shall be excluded any shareholder who is a trustee or nominee for some person otherwise owning or beneficially interested in shares of the company, or who is an employee of the company, or is the wife or the unmarried infant child of a beneficial owner of shares in the company."

And nominee is defined:—

> "The expression 'nominee' means a person who exercises his voting power or holds shares directly or indirectly on behalf of another person."

And further:—

> "Persons in partnership and persons interested in the estate of a deceased person or in property held on a trust shall, respectively, be deemed to be a single person."

The above are the provisions which prescribe the mode of computation of shareholders, but it will be convenient to quote at the same time the definition of "control" with its dependent definition of "relative":—

> "A company shall be deemed to be under the control of any persons where the majority of the voting power or shares is in the hands of those persons or relatives or nominees of those persons, or where the control is by any other means whatever in the hands of those persons;
>
> "The expression 'relative' means a husband or wife, ancestor, or lineal descendant, brother, or sister."

And there is also a definition of "member" which applies to the whole section:—

> "(6) In this section the expression 'member' shall include any person having a share or interest in the capital or profits or income of a company, and the expression 'employee' shall not include any governing director, managing director, or director."

As regards the first of the provisions just quoted—that for excluding trustees and others—it is worth noting that the paragraph as originally presented excluded "any shareholder who is not a beneficial owner of shares." An amendment by Mr. Dennis Herbert to substitute "trustee or nominee for or on behalf of any shareholder of the Company" was, after discussion, withdrawn, on the argument of the then Solicitor-General that it was inconsistent with the drafting of the whole clause (*Hansard*, Vol. 155, col. 1947). Why this was so is not apparent, and at a later stage (*Hansard*, Vol. 156, col. 1519) the present words—"a trustee or nominee for some person otherwise owning or beneficially interested in shares in the company"—were proposed by Mr. Dennis Herbert and accepted without discussion. Of course these changes in the Bill do not affect the construction of s. 21, but they are interesting as an illustration of the difficulty which was felt in arriving at any intelligible method of computation when once the safe test of actual shareholding was abandoned.

The provision finally adopted has the curious feature that while, in computing the number of fifty shareholders, any excess over which will exempt a company from the section, trustees are excluded, there is no provision for including the beneficiaries. Thus, if the person who turns his business into a private company puts the greater number of shares in the names of his nominees, both he himself and the actual shareholders—the nominees—are to be excluded from the computation. And if, whether he is himself on the register or not, he gives shares to his wife or unmarried infant child, so that they are on the register beneficially and not as his nominees, they also are excluded. And since employees are also excluded, it will apparently be a little difficult for the owner of the company to make up the number of fifty shareholders which will save him from liability to super-tax on his undistributed profits. We have quoted also the provision that partners and beneficiaries in the same estate or trust property shall be deemed to be a single person; but since they will not usually be on the register, this will not in general affect the computation of the number of shareholders.

Under the Companies Act, 1908, membership and shareholding are identical. A person who agrees to become a member of a company, and whose name is entered on the register of members is a member of the company (s. 24). But s. 6 (7) of the present Act, which we have quoted above, shows that for the purpose of liability to super-tax, "member" has a meaning which apparently is wider than "shareholder." It is to include "any person having an interest in the capital or profits or income of a company." What these words really mean we shall not attempt to say. If the definition had extended "member" to include a person beneficially interested in a share, the effect would have been sufficiently clear. But more than this seems to be intended, for persons having an interest in the capital or profits or income are to be included. Possibly this extends the definition to debenture-holders, but its real scope can only be ascertained from concrete cases and judicial interpretation. Indeed, if the section is at all extensively applied, a good many questions are likely to arise for the Courts.

As regards the power of the Revenue authorities to ascertain the beneficial ownership of shares, provision is made by the First Schedule to the Act as follows :—

"11. Any person in whose name any shares of a company are registered shall, if required by notice in writing by the Special Commissioners, state whether or not he is the beneficial owner of those shares, and, if not the beneficial owner of those shares or any of them, shall furnish the name and address of the person or persons on whose behalf the shares are registered in his name.

"If any person on being so required neglects or fails to comply with the notice within the time limited by the notice, he shall be liable to a penalty of twice the amount of super-tax that would be chargeable at the highest rate in respect of the amount of the income apportioned to such shares.

(*To be continued.*)

The Law of Property Act, 1922.

Getting in Outstanding Legal Estates.

(*Continued.*)

WE notice last week (*ante*, p. 292) the provision of s. 7 (2) that a stipulation on sale that outstanding legal estates are to be got in at the expense of the purchaser is in future to be void, and also the provisions of Sched. I, Part I, for the automatic getting in of such estates. We summarized the effect of these latter provisions as regards legal estates outstanding in the ordinary way, but there remains the case where legal estates, carved out of the fee simple, are in existence at the commencement of the Act, and are by s. 1 (1) at once converted into equitable interests, leaving the legal estate in fee simple *primâ facie* not existent. This is a state of affairs which raises interesting questions.

We do not propose to anticipate all that the real property lawyers of the future will find to say when they have to apply the system which by evolution—for we are told it is "not revolutionary, but evolutionary" (see the Memorandum prefixed to the Bill)—is derived out of Coke upon Littleton as modified by later law. At some points it is a misfortune that it is not revolutionary. Thus the whole doctrine of tenure of freehold land might with great advantage have been abolished, and absolute ownership substituted. But this has not been done, and questions as to the existence and vesting of the legal estate will have to be settled according to existing doctrines. At first sight it might appear that some person must be found in whom the legal estate is vested, for it is a well-settled rule that it must not be in abeyance; and consequently it is impossible to create an estate of freehold *in futuro*. But the rule, which was founded on the necessity of always having a person responsible for the feudal services (*Freeman* v. *West*, 2 Wils., 165; 1 Preston on Estates, p. 255), is not absolute. The freehold cannot be placed in abeyance by the act of the party, but it may be placed in abeyance by act of law, and this happens on the death of a corporation sole until a successor is appointed (1 Preston on Estates, p. 217). The same principle, no doubt, will render it unnecessary to find for the legal estate destroyed by the Law of Property Act an interim existence until it is once more vested. "The fee's being in abeyance," said Lord Hardwicke, C., in *Cunningham* v. *Moody*, 1 Ves. Sen., p. 177, "has in some cases caused an Act of Parliament to remedy it." Here the Act which creates the abeyance cures it.

Further, it is unnecessary to raise any doubt as to the possibility of the existence of the equitable interests in the absence or abeyance of a legal estate to support them. Under the old law it would seem that the equitable interest was subject to destruction with the destruction of the legal estate to which it attached: see an article by Mr. T. Cyprian Williams in 51 SOL. J., p. 141, criticizing the decision in *Nisbet* v. *Potts*, 1906, 1 Ch. 386; and Maitland's Equity, pp. 169, 170; but it was recognized as an independent interest in that case, enforceable against the owner of the legal estate for the time being, even though acquired by disseisin or under the Statute of Limitations, provided, in case of acquisition by grant, he did not take for value without notice; and apart from this, the effect of s. 1 (1) of the new Act is, it may be assumed, to give the equitable interests statutory validity. The question of the nature of such interests will be found discussed by Maitland in his Collected Papers, III, p. 343. We have already referred to this matter and have described these interests as "a new statutory class of equitable estates" (66 SOL. J., p. 644).

Admitting, then, that the legal estate may, under the Act, be in abeyance, and that this will not affect the equitable interests which it should support, we may pursue our quest of that estate without fearing that anything serious will happen even if we do not locate it. There is, indeed, a current opinion, supported by a certain amount of judicial authority, that to recover possession of land, it is necessary to bring the legal estate before the court; but that is a heretic opinion, opposed both to the policy of the Judicature Acts and to the true value of an equitable estate: see *Antrim County Building Co.* v. *Stewart*, 1904, 2 I.R. 357.

The above discussion is suggested by the provisions of Sched. V, para. 9 (1), for vesting legal estates held subject to a settlement subsisting at the commencement of the Act. It is obviously assumed that the legal fee simple will not be automatically vested in the tenant for life, and hence provision is made for a vesting deed :—

"9. (1) In the case of every settlement of land subsisting at the commencement or created by virtue of this Act (whether or not the settled land is already vested in the trustees of the settlement), as soon as practicable after such commencement . . . the trustees (if any) of the settlement for the purposes of the Settled Land Acts shall, on the request of a tenant for life of full age or statutory owner, and at the cost of the trust estate, execute a vesting deed (containing the proper particulars [see para. 2 (1)]) declaring that the settled land shall vest or is vested in the tenant for life or statutory owner named therein (including themselves if they are the statutory owners), and such deed shall operate to convey or vest the settled land (so as to bind any equitable interest or power which by virtue of this Act or otherwise is protected by the settlement) to or in the tenant for life of full age or statutory owner named therein, and, if more than one, as joint tenants."

A form of vesting deed on such an occasion is given in Sched. IX, and after reciting the settlement, so as to show who are the tenant for life of full age (T.L.) and the S.L.A. trustees, it makes the trustees declare that the settled hereditaments—

"shall forthwith vest in the said T.L. for all the estates terms and interests capable of being vested by this declaration and so as to bind all equitable interests and powers which by the said Act or otherwise are protected by the settlement."

This statutory precedent has, of course, no exclusive validity, and the draftsman of the future will, no doubt, make a form for himself. The concluding words are not wanted; they are imported into the deed by Sched. V, para. 9 (1), quoted above. And in a case of freehold land, what is wanted is that the land shall vest in the tenant for life for an estate in fee simple, or, in the case of leaseholds, for the residue of the term. The former is the more important point to observe, for the vesting deed should show precisely that the legal estate in fee simple is vested in the person who is in equity the tenant for life.

But it would seem that the Act both prevented any abeyance of the legal estate until a vesting deed is executed and made such a deed unnecessary. We quoted last week (*ante*, p. 292) the provision of Sched. I, Part I, para. 3, that where, at or immediately after the commencement of the Act, any person is entitled, subject only to the costs of tracing title and of conveyance, to require any legal estate to be vested in him, the same is by virtue of the Act to vest in him. But the tenant for life is a person who, by virtue of Sched. V, para. 9 (1), quoted above, is entitled to have the legal estate in fee simple vested in him; *i.e.*, if the settled land is freehold; and hence it vests in him automatically under the First Schedule. We doubt whether this is intended, but it appears to be the effect of the Act. If this is correct, Part I of that schedule has a very sweeping effect. It not only gets in by automatic vesting the estates which are outstanding immediately before the commencement of the Act; it also vests new legal estates in fee simple in substitution for the legal estates which are destroyed by the Act.

Those interested in the value of words and notions may reflect that the legal estate, though treated as an actual existing entity, is nothing of the kind. It is simply shorthand for a certain aggregate of privileges incident to the holding of land. But it has made an indelible mark on the theory and practice of conveyancing, and this is emphasized by the prominence given to it in the present statute.

Res Judicatæ.

Bequest of "Money."

(Re *Taylor*: *Taylor* v. *Tweedie*, 1923, 1 Ch. 99, C.A.)

It is, perhaps, unfortunate that the Court of Appeal have adopted in the above case the view of Peterson, J., when it was before him, 1922, 1 Ch. 569, 577, that a gift in a will of "money" is merely a gift of "ready money," unless there is a context which extends the meaning of the word. In *Re Skillen*, 1916, 1 Ch. p. 521, Sargant, J., was content to say: "It may, perhaps be doubtful on the cases whether the term money alone, and without the aid of any context, is sufficient to pass the whole personal estate." And in the present case Younger, L.J., said that, while in its strict legal sense the word was confined to

ready money actually in hand, yet the popular sense of the word was quite different. "A gift by a testatrix of her money would, in popular language, be the equivalent of a gift of her fortune—of her brass, to use a North-country phrase—of her whole personal estate, perhaps even of her entire property, real and personal, to use more technical terms." But if that is the popular meaning of the word—and it is supported by probate practice which, on the probate, sets down the whole estate as a sum of money—why should it not be the sense given to the word in a will; especially, as in the present case, where the testatrix was *inops consilii*, and filled up a stationer's form; just, as the Master of the Rolls remarked, to save a guinea or two, when she had a fortune of £15,000. However, the court declined to accept the popular meaning, and started with the rule that "money" means money that can be picked up in cash at once, either at home or at the bank.

But the word will yield to indications of a wider meaning, and a comparatively slight context will serve for this purpose; and then it may mean the entire personal estate or the residue of personal estate; and so, too, it may be enlarged to a point short of the entire estate. Such is the theory, though there appears to have been no case till the present where such an intermediate point has been found. The testatrix bequeathed to various legatees, "the money I have and am entitled to, now and at any future time." It was considered that this phrase, extending to future money, must include choses in action, and Peterson, J. held that it included debentures and other securities, provided they were redeemable at a fixed date, but not irredeemable securities. The Court of Appeal, however, moved the limiting point further on, so as to include securities, whether redeemable or not, *i.e.*, all the investments of the testatrix; though, indeed, Warrington, L.J. would have removed the limit altogether and extended "money" to all the personal estate other than articles specifically bequeathed. The arguments in the judgments for limiting the word are not very easy or convincing, and the case is an illustration of the difficulties which arise when the court, in construing the language of ordinary people, declines to give it its ordinary meaning.

The Meaning of a "Single" Woman.

(*Boyce* v. *Cox*, 1922, 1 K.B., 149, Div. Ct.)

A decision, almost revolutionary in its way, since it distinguishes in a manner substantially tantamount to overruling two previous cases always regarded as quite authoritative, is that of *Boyce* v. *Cox*, 1922, 1 K.B., 149. Here the point was whether a woman who has had an illegitimate child by A., which A maintained, and who afterwards marries B, and finally obtains a magisterial separation from B, can take bastardy proceedings against A for the maintenance of the illegitimate child. The question turns on four statutory provisions. Section 3 of the Bastardy Laws Amendment Act, 1872, is in these terms: "Any single woman who may be . . . delivered of a bastard child . . . may . . . make application . . . for a summons to be served on the man alleged by her to be the father of the child." Then s. 57 of the Poor Law Amendment Act, 1834, provides: "Every man who . . . shall marry a woman having a child or children at the time of such marriage, whether . . . legitimate or illegitimate, shall be liable to maintain such child or children as a part of his family." Again, s. 5 of the Summary Jurisdiction (Married Women) Act, 1895, provides that a magisterial separation order "shall have the effect in all respects of a decree of judicial separation on the ground of cruelty." Finally, s. 26 of the Matrimonial Causes Act, 1857, is in these terms: "In every case of a judicial separation the wife shall, while so separated, be considered as a *feme sole* for the purposes of contract and wrongs and injuries and suing and being sued in any civil proceeding."

The general effect of these sections is that a woman who has a bastard by A, and afterwards marries B, loses her right to the maintenance of her illegitimate child by A *so long as the marriage with B subsists*; for (1) she has ceased to be a "single woman" and so cannot take out a summons under the terms of the Bastardy Laws Amendment Act, 1872, s. 3, *supra*, and (2) she has a right to have her illegitimate child maintained by her husband, B, and cannot therefore claim payment against A for maintenance she is not giving the child. This was held in *Stacey* v. *Lintell*, 4 Q.B.D. 291, where a married woman in the position described above took out a summons and was held disentitled to do so. Again, in *Peatfield* v. *Childs*, 63 J.P. 117, a married woman in similar circumstances, who had left her husband, was held disentitled to take out a bastardy summons, for she was not in any sense of the word a "single" woman. It has therefore been generally assumed by practitioners that a married woman, whether or not living with her husband, could not bring herself within the ambit of the phrase "single woman."

But now, in *Boyce* v. *Cox*, *supra*, the Divisional Court has ingeniously distinguished these cases. Here the only difference was that the married woman had not only left her husband, but had obtained a magisterial separation order against him. The effect of this, as shown by s. 5 of the Summary Jurisdiction (Married Women) Act, 1895, and s. 26 of the Matrimonial Causes Act, 1857, *supra*, is to make her a *feme sole* for the purpose of "contracts . . . wrongs . . . injuries . . . suing . . . being sued." Does this mean that she is a "single woman"? In other words, is a "single woman" the same thing as a woman who is in law a *feme sole* for the purpose of legal proceedings? The court held that the two are identical, and that therefore the woman in question could institute bastardy proceedings. A question was raised whether she could have instituted such proceedings against A, the father of the child, if her separation order against B, her husband, had contained under the terms of the Summary Jurisdiction Act of 1920, an order against B for the maintenance of the child; but, as it did not contain any such provision, the question did not arise.

Reviews.

Probate Practice.

THE PRACTITIONER'S PROBATE MANUAL. Being a Guide to the Procedure on obtaining Grants of Probate and Administration, with the Rules, Orders and Fees, and Directions as to Payment of Probate and Estate Duty. By CHARLES H. PICKEN. Thirteenth Edition. Waterlow and Sons, Ltd. 8s. 6d. net.

The proving of a will or the obtaining letters of administration is in general a simple matter, though no doubt in practice special circumstances are continually arising which raise points of difficulty. But as to nearly all estates the preparing of the Inland Revenue affidavit and settling the amount of the death duties is a matter requiring both technical and practical knowledge and experience, and a guide, such as the present work, affords great assistance. The chapter on this affidavit has been carefully revised, and full instructions given as to the preparation of the forms. These are contained in Chap. 3, but it is a little inconvenient that the practice books do not give the actual forms, but only refer to them by their official designation—Forms A-4, A-6 (the most usual forms). Full instructions, however, are given as to the forms to be used under particular circumstances. The forms for bonds are, of course, altered into the name of the King, though we do not understand why, in a matter of mere business, it is necessary to recite all the King's titles, and to use perfectly unnecessary words such as "well and truly bind ourselves," and "good and lawful" money, or, indeed, why a bond should be used at all. The convenient form would be a Deed of Covenant. Bonds are going out of fashion. But it is not Mr. Picken's fault that the Probate officials stick to archaic language and forms, and his book gives in well-arranged chapters all the ordinary information required in probate practice.

The Licensing Acts.

THE LICENSING ACTS, by the late JAMES PETERSON, M.A., Barrister-at-Law. Being the Licensing (Consolidation) Act, 1910, the Finance (1909-10) Act, 1910, the Licensing Act, 1921, and the extant provisions of the Licensing Acts from 1830 to 1902. Together with the relevant Emergency Legislation of 1914-1918, and all other relevant Excise, Inland Revenue, Finance and Innkeepers Acts. With Notes, and the Law relating to Clubs, Theatres, Cinematographs, Exhibitions, Covenants, Contracts of Sale of Licensed Premises, and Rates and Taxes on Licensed Property. And Forms. Thirty-third edition, 1923. By HARRY BAIRD HEMMING, LL.B., Barrister-at-Law, and S. E. MAJOR, Junr., Solicitor, Joint Clerk to the Justices for the County Borough of Barrow-in-Furness, Joint Clerk to the Justices for the Petty Sessional Division of Lonsdale North, Lancashire. Butterworth & Co. Shaw & Sons, Ltd. 22s. 6d. net. Thin edition, 26s. net.

In the new edition of this useful guide to the law and practice of licensing a number of additional statutory enactments have been included, such as parts of the Excise Management Acts, 1827 and 1841, the Still Licences Act, 1846, certain sections of the Inland Revenue Act, 1880, relating to brewers of beer, and of the Spirits Act, 1880, especially those relating to the drinking of methylated spirits. It is, of course, an advantage to make the book a complete collection of the statute law of licensing and relevant matters. In the preface the editors call attention to the necessity for an amending Act which over twelve months' operation of the Licensing Act, 1921, has shown. In particular, they refer to the special exemption orders which may be granted by local authorities in respect of certain trades—in the Metropolitan Police District by the Commissioner; in the City of London by the City Police Commissioner; and in any other place by a Petty Sessional Court. It appears, as they point out, to be anomalous that "the permitted hours for the sale and supply of intoxicants should be fixed by the licensing justices, and that another authority should be able to grant what is, in effect, a more or less permanent order modifying those hours as to certain licensed premises." Further, there is the question, as to which opinions differ, whether the discretion given to justices under s. 1 of the Act of 1921 to extend the permitted hours

from eight to eight and a half can in holiday resorts and other seasonal places be exercised in respect of a part of the year only. The view of the Home Office, the editor says, is that it can not. But, of course, if the extension is granted at all, it must apply to all licensed premises in the district.

The editors make further suggestions in the preface which those responsible for licensing legislation will no doubt consider. Attention is also called to the House of Lords' decision in *Poplar Union Assessment Committee* v. *Roberts*, 1922, 2 A.C. 93, that the Rent Restriction Act, 1920, does not affect the rateable value of premises to which it applies, and in view of the importance of the subject we are glad to note that the chapter on the rating of licensed premises has been in part re-written and enlarged. Chapter XVIII contains a useful table of offences under the Licensing Acts and the penalties and disqualifications attached to them, and in addition to matters expressly dependent on the Licensing Acts, there is in Chapter XVI a valuable summary of the effect of covenants in leases and elsewhere relating to the user of property as licensed premises, and a statement of points arising on the sale of such premises and goodwill. The second part of the book contains the text of the Licensing and Excise Acts, 1751 to 1921, with notes, and there is an Appendix of Rules and Regulations and other incidental matter: altogether a very complete and well-arranged compendium of Licensing Law.

Books of the Week.

Company Law.—Company Law and Practice. An Alphabetical Guide thereto. By HERBERT W. JORDAN and STANLEY BORRIE, Solicitor. Fifteenth Edition. Jordan & Sons, Ltd. 7s. 6d. net.

Correspondence.

Deduction of Tax from Interest.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Mr. F. R. Wilson puts the case of "A" selling business premises to "B," who is at once let into possession at the nominal rent of 1s. a week, but fails to pay the purchase money at the time named and has to pay interest in accordance with the contract. A pays the Schedule A tax, and B claims to deduct tax from the interest. Mr. Wilson suggests that the interest is a penalty and tax is not deductible.

In the first place A ought not to have paid the Schedule A tax. The tax is payable by the occupier, and B was liable to pay the tax from the time he took possession, with the right to deduct tax at the appropriate rate from the rent from the date he took possession up to the day fixed for completion, *i.e.*, 3d. in the 1s. B should then allow tax on the interest on the purchase money. The only case I have ever heard of where deduction of tax is not allowed on interest on purchase money is when the sale is under the Order of the Court, where I think the rule still is that the purchaser pays the full interest certified, but may subsequently apply to have the income tax refunded to him before the money is paid out of Court.

The case put is a little complicated because of the fact that A voluntarily paid the Schedule A tax for which she was not liable, but in so far as the interest is not in excess of the Schedule A tax for the same period, *i.e.* from the date fixed for completion to the actual payment, it would seem that A could resist deduction of income tax on the ground that B had not paid the Schedule A tax, see rule 19 (1) of the General Rules applicable to all Schedules, Income Tax Act, 1918. Tax on interest in excess of the Schedule A tax for the same period appears to be deductible under rule 21.

In suggesting that interest is in the nature of a penalty your Correspondent is possibly thinking of the case *In re National Bank of Wales*, 1899, 68 L.J. Ch. 634, where on a misfeasance summons Directors were ordered to pay a certain sum with interest by way of damages.

Yours &c.,
ERNEST I. WATSON.

Norwich,
12th February, 1923.

The Ottawa correspondent of *The Times* (City Notes, 3rd inst.) duly reported the decision taken on the previous Tuesday by the Canadian National Railway Board under which the Grand Trunk Railway would be immediately absorbed into the National system and the Grand Trunk name would disappear, and he foreshadowed the immediate issue of an Order in Council giving effect to the decision. According to a cablegram sent to Mr. J. A. Torrens-Johnson, secretary of the Share and Loan Department of the Stock Exchange, this Order has now been made. The message stated that, pursuant to Clause 13 of the agreement forming the schedule to Chapter 13 of the Dominion Statutes, 1920, an Order in Council has been passed declaring all Grand Trunk Preference and Common stocks vested in his Majesty. This is the formal method of intimating that stocks already declared by arbitrators (upheld by the Privy Council) to have no value have ceased to have any existence. Even so, the hope that the Dominion Government may grant some sort of solatium to Grand Trunk shareholders still lingers.

CASES OF THE WEEK.

High Court—Chancery Division.

ALLSOPP *v.* **ORCHARD.** Eve, J. 9th February.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—SALE OF RECTORY AND GLEBE—CONTRACT BY LETTERS—STATUTE OF FRAUDS—RESERVATION OF PART OF GLEBE—WAIVER.

The plaintiff negotiated with the defendant for the sale to the latter of a rectory and the glebe lands, with a reservation of part of the glebe for the site of a new rectory house. The plaintiff alleged a contract by letters for the sale of the rectory and glebe without reservation of any part of the glebe. In an action by the plaintiff for specific performance.

Held, that there had never been a concluded contract, and that the action failed.

This was a vendor's action for specific performance of an alleged contract to purchase the rectory house of Jacobstow, in Cornwall, and the glebe land belonging to it for £4,500. The plaintiff was the rector and the rectory grounds consisted of about 2½ acres and the glebe was about 91 acres. The rectory house was too large to be suitable for a clergyman with a moderate stipend, and the plaintiff began to make arrangements for the sale, the proceeds to be used for the building of a more convenient house. The defendant, who was the rector's churchwarden, came forward as a purchaser and offered £4,500 for the property, but the negotiations took place on the footing that part of the glebe, some three acres, was to be retained as the site of the new house. The defence was that there was no concluded contract, and that the Statute of Frauds afforded a good defence, because the whole contract was not reduced to writing. Counsel for the plaintiff said that, so far as the written agreement varied from the verbal agreement, he was willing to waive it.

EVE, J., in a considered judgment, said the contract sued upon was to be found according to the plaintiff's contention in three letters written in March, 1921, and the plaintiff maintained that, except for the purpose of identifying the glebe, no further evidence was necessary to establish his right to relief, and that the documents which, subject to his counsel's objection, had been read, and the oral testimony which had been given *de bene esse*, were not admissible to support the defendant's case that there was no concluded contract, the letters being mere incidents in the course of negotiations which failed to lead to any contract. The facts were not in dispute. In 1920 the plaintiff, whose stipend as rector was unfortunately in inverse ratio to the house which he was called upon to maintain, was minded, if he could obtain the necessary consents, to sell the rectory house and premises standing on some 2½ acres of land and 88 of the 91 acres of glebe, retaining the three acres of glebe as a site for a new and smaller rectory. He informed the defendant that he could not apply for the consents of the bishop and others unless he already had an offer for the property, and he invited the defendant to make him one. He further told the defendant that the purchaser would have to take over the fixtures, and that particulars of the boundaries of the area reserved for the new rectory would be arranged later. On 10th March, 1921, the plaintiff's solicitor wrote to the defendant the first of the three letters relied upon by the plaintiff. It was in these terms: "Dear Sir, Jacobstow Rectory and Glebe. We are acting for the rector who proposes to sell the rectory and glebe subject to the necessary consents to be obtained. The property has been valued, and as we understand that you would like to have an opportunity of purchasing privately we suggest that you should make an offer." That letter, said plaintiff's counsel, marked a new departure. It related to a different subject-matter from that which had been previously discussed in that it was an invitation to the defendant to make an offer without reservation of any part of the glebe as a site for a new rectory. On the day after he received that letter the defendant had an interview with the plaintiff's solicitor, at which the valuation was produced, and two days later he wrote to the plaintiff's solicitor as follows: "Dear Sir, With regard to Jacobstow Rectory and Glebe, I am prepared to give £4,500 for the property. As regards the fixtures, &c., no doubt we shall be able to arrange that later. I trust you will be able to manage the transfer on my behalf." By return of post the plaintiff's solicitor replied: "Dear Sir, I am obliged by your letter of the 14th inst. offering £4,500 for the property which I am authorised to accept on behalf of the rector subject to the necessary consents being obtained and I will at once apply for them." Those letters, it was argued, constituted a concluded contract to buy and sell the rectory and glebe, and no other evidence was admissible in this action to enforce that contract except evidence to identify the glebe—a matter upon which there was no controversy between the parties. His lordship was satisfied without resort to any evidence outside these letters, except the valuation, that there never was, and that no one ever intended or contemplated that there should be, a contract of the nature sued upon in this action, that is to say, a contract, in the words of the writ, "for the sale by the plaintiff to the defendant of the rectory of Jacobstow and the glebe land belonging thereto." That being so the action failed and must be dismissed with costs.—COUNSEL: *Gover*, K.C., and *Bryan Farrer*; *Clayton*, K.C., and *Greene*, K.C. SOLICITORS: *May, Chilver & Co.*, for *Cowlard, Grylls & Cowlard*, Launceston; *Hedley, Norris & Co.*, for *Peter & Sons*, Launceston.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

ELLIS AND SONS, LIMITED *v.* POGSON.

P. O. Lawrence, J. 2nd February.

PATENT—THREAT BY APPLICANT FOR A PATENT—PATENTS AND DESIGNS ACT, 1907, 7 Edw. 7, c. 29, s. 36—PATENTS AND DESIGNS ACT, 1919, 9 & 10 Geo. 5, c. 80, s. 20.

Section 36 of the Patents and Designs Act, 1907, as amended by s. 20 of the Patents and Designs Act, 1919, deals with threats of legal proceedings or liability in respect of infringement of "the patent," and does not apply in the case of threats by an applicant for a patent whose application was ultimately refused.

This was an action for an injunction to restrain the defendant from threatening the plaintiffs or their customers with legal proceedings or liability in respect of any alleged infringement of a patent, and in particular from continuing to threaten the plaintiffs' customers with legal proceedings if the said customers should sell or offer for sale or use needles of the plaintiffs' manufacture or merchandise and known as "Laddknit" needles, and for damages. The facts were as follows: The plaintiffs were a company formed in May, 1921, for carrying on business in London as manufacturers and vendors of needles known as "Laddknit" for repairing faults or "ladders" in stockings, for which a patent had been applied for. In January, 1921, the defendant had applied for letters patent for an improved method of repairing "knitted goods." In February, 1921, his complete specification was left and was accepted in September, 1921. In November, 1921, the managing director of the plaintiff company lodged objections to the defendant's application. Before the hearing of the objections the defendant called on Messrs. Olneys & Son, Ltd., to which company the plaintiffs had granted an exclusive licence to deal in the "Laddknit" needles for two years, and without disclosing the fact that a patent had not then been granted to him, or that there was opposition to his application, told Olneys & Son, Ltd., that the plaintiffs' needle was an infringement of his patent, and that he would take proceedings to stop the sale thereof, and offered to sell his patent to Olneys & Son, Ltd. In short, as the judge found on the evidence, the defendant threatened Olneys & Son, Ltd., with legal proceedings and liability in respect of the alleged infringement of his patent. After the threat in March, the defendant's applications for a patent was refused, so that there really never had been a patent in existence in respect of his invention. The question of law to be argued was whether the threat was one which in the circumstances fell within the mischief aimed at by s. 36 of the Patents and Designs Act, 1907, as amended by s. 20 of the Patents and Designs Act, 1919.

P. O. LAWRENCE, J., after stating the facts, said: This action is not one to enforce a common law right, but to enforce a remedy given by statute, that is to say, by s. 36 of the Patents and Designs Act, 1907. It is, therefore, essential for the plaintiffs to show that the mischief complained against comes within the four corners of that section, as amended by the Act of 1919. Regard being had to the language of that section—the infringement of "the" patent" being twice referred to—the section presupposes the existence of a patent, and does not apply to a case where, as in the present case, there is not and never can be a patent in respect of which the threat was made. Reliance has been placed on s. 10 of the Act of 1907, which gives the applicant for a patent, during the interval between the acceptance of the specification and the sealing of the patent, the like privileges and rights as if a patent had been sealed, except a right to bring an action for infringement. But that provision is not sufficient to induce the Court to hold that the applicant for a patent is thereby rendered liable for threats during that interval under s. 36 of the Act. It is obvious that, in the absence of an existing patent, there can be no threat by the defendant of proceedings for the infringement of "the patent," nor can there be an aggrieved person who is entitled to recover damages by proving that the alleged infringement is not in fact an infringement of "the patent." The action accordingly fails.—COUNSEL: *James Whitehead; Frost.* SOLICITORS: *Cohn, Seligman & Baz; Hiscocks & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re HUMMELTENBURG: BENTLEY *v* THE LONDON SPIRITUALISTIC ALLIANCE.

Russell, J. 16th, 17th and 26th January.

CHARITY—BEQUEST TO ESTABLISH A COLLEGE TO TRAIN "MEDIUMS"—WHETHER GIFT FOR PUBLIC BENEFIT—QUESTION FOR JUDGE, NOT TESTATOR.

In order to establish that a gift is charitable it must be shown among other things that the gift may be or will be operative for the public benefit, and this is a matter for the judge and not for the testator.

A gift to establish a college for the training of suitable persons to be spiritualistic "mediums" is not such a gift.

Morice *v.* Bishop of Durham, 10 Ves. 522, *applied.*

In re Foveaux, 1895, 2 Ch.D. 501, *commented upon.*

This was a summons taken out by executors to determine whether a gift was a good charitable gift or not. The testator had bequeathed to the London Spiritualistic Alliance, Ltd., a sum of £3,000 for the purpose of establishing a college for the training and developing of suitable persons, male and female, to act as spiritualistic "mediums."

RUSSELL, J., after stating the facts, said: In order to establish that a gift is charitable in the legal sense it is necessary to show, (1) that the gift will be or may be operative for the public benefit; and (2) that the trust is one the administration of which the Court itself can, if necessary, undertake and control: see *Morice* v. *The Bishop of Durham*, 1805, 10 Ves. 522. The defendants have wholly failed to satisfy me on either point. It is contended that the Court is not the tribunal to determine whether a gift or trust is or is not for the benefit of the public. It is said the only judge of that is the donor of the gift or the creator of the trust, and reliance is placed on the views expressed by the Master of the Rolls and some members of the Court of Appeal in Ireland in the case of *In re Cranston*, 1898, 1 I.R. 431, and on a sentence of Chitty, J., in *In re Foveaux*, *supra*, who looked to the view or purpose of the writer. So far as the views so expressed declare that the personal or private opinion of the judge is immaterial, I agree; but so far as they suggest that the donor of the gift, or the creator of the trust, is the person to determine whether the purpose is beneficial to the public or not, I respectfully disagree. The question whether a gift is or may be operative for the public benefit is one to be answered by the Court by forming an opinion on the evidence before it.—COUNSEL: *Errington; G. B. Hurst*, K.C., and *W. A. Peck; Preston*, K.C., and *H. B. Vaisey; Bryan Farrer; Andrews-Uthwatt.* SOLICITORS: *Cooper, Bake, Roche & Fettes; Stephens & Sons; Waterhouse & Co.; Gregsons; Gedge, Fiske & Gedge.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re BLAKE'S SETTLED ESTATES. Romer, J. 17th January.

SETTLED LAND—MANSION HOUSE PURCHASED IN DISREPAIR—REPAIRS—ELECTRIC LIGHT INSTALLATION—CAPITAL MONEYS—SETTLED LAND ACT, 1882, 45 & 46 Vict. c. 38, s. 21 (vii).

Where a tenant for life purchased a mansion house in disrepair and subsequently had it repaired and an electric light installation inserted, the court sanctioned payment, out of capital moneys, for these two items of such a sum as a qualified practical surveyor would have advised the trustees to pay for the house so repaired and altered over and above the amount actually paid for it, on the ground that such a payment would in effect amount to a purchase of land within s. 21 (vii) of the Settled Land Act, 1882.

Earl Cowley v. *Wellesley*, 1877, 46 L.J. (Ch.) 869, applied.

This was an application by a tenant for life of certain settled land that the trustees of the settlement might be at liberty out of capital moneys in their hands to expend certain sums for the installation in the mansion house of electric light, and the accessories thereto, and also another sum for work necessary to put the house in a reasonable and proper state of repair. The facts were as follows:—The estate originally comprised in the settlement, including the principal mansion house, had been sold and the trustees had at the direction of the tenant for life applied a part of the moneys arising from such sale in the purchase of a mansion house and ninety-nine acres of land. This house was in a very bad state of repair, and the tenant for life had had advice as to the amount he should give for it, and the amount that would be required to be expended to put it in a proper and reasonable state of repair, including the installation of electric light, water supply, drainage, etc. The ground of the application was that if the original vendor had done the necessary work, the price would have been proportionately greater, and applying the principle enumerated in *Earl Cowley* v. *Wellesley*, 1877, 46 L.J., Ch. 869, and *In re Barrington's Settlement*, 1860, 1 J. & H. 142, these payments would in effect amount to an investment in the purchase of land within the meaning of s. 21 (vii) of the Settled Land Act, 1882.

ROMER, J., after stating the facts, said: This is not a case in which the tenant for life has through any default of his own allowed the principal mansion house to fall into disrepair, but is a case in which the tenant for life might have said that, if the vendor first did the repairs, he would purchase the house at an enhanced price. Instead of doing that he has directed the trustees to buy the house at a lower figure, while out of repair, and then has done the work himself. In my judgment he is, on the authorities cited, justified in coming to the conclusion that the expenditure in question in effect amounts to a purchase of land within s. 21 (vii) of the Settled Land Act, 1882, and I will sanction the payment not of the whole amount claimed in respect of the two items in question, but only of such a sum in respect of them as a qualified practical surveyor would have advised the trustees to pay for the house in addition to the price of £7,500, if the particulars works comprised in those two items had been executed by the vendor before sale.—COUNSEL: *A. Adams; Spens.* SOLICITORS: *Wigan, Champernowne & Prescott.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re KING: KERR *v.* BRADLEY. Romer, J. 1st February.

CHARITY—ERECTION OF STAINED GLASS WINDOW—GOOD CHARITABLE GIFT—SURPLUS MONEY—APPLICATION *cy près.*

Motive is immaterial in considering whether a bequest is charitable.

Hoare *v.* Osborne, 1866, L.R. 1 Eq. 585, *applied.*

A gift to provide a stained glass window in a church is a good charitable gift even though the motive may be said to be neither to beautify the church nor benefit the parishioners, but merely to perpetuate the memory of the testatrix and her relatives.

Where a gift is made for a particular charitable purpose which is sufficiently provided for without the gift, the gift will be applied cy près.

This was a summons raising the questions whether a gift of residue for the erection of stained glass window in a church was a good charitable gift, and whether if there was any surplus over after erecting the window, that

surplus was undisposed of or could be applied *cy près* in the erection of another stained glass window and a tablet, recording the gift. The facts were as follows:—By her will dated the 6th June, 1919, the testatrix after appointing the plaintiffs to be her executors and trustees, devised and bequeathed all her real and personal estate unto her trustees upon trust that they should sell, call in and convert the same into money, and should with and out of the moneys produced by such sale, calling in and conversion, and with and out of her ready money pay her funeral and testamentary expenses and debts and the duties payable in respect of her estate and apply the residue in providing a stained glass window, and placing the same in the church at Irchester, to the memory of certain of her relatives. She died in 1920, and after all the payments had been made, there remained in the hands of her trustees a considerable sum as residue, more than would be required for the erection of the best possible stained glass window, and accordingly this summons was taken out to decide how the money ought to be dealt with.

ROMER, J., after stating the facts, said:—A bequest to provide a parish church with stained glass windows is a good charitable gift. It is said that the gift here is bad because the motive is not to beautify the church or to benefit the parishioners, but to perpetuate the memory of the testatrix and her relatives. It was, however, pointed out in *Hoare* v. *Osborne*, *supra*, that the motive is immaterial in considering whether a gift is charitable. In certain cases gifts for the purpose of erecting tombstones have been held not to be charitable gifts; but the distinction between these cases and the present one is that a gift for erecting a tombstone is not so obviously a gift to benefit a church as a gift for the provision of a stained glass window. The question then arises how any surplus is to be disposed of after the costs of obtaining a faculty, and the costs of these proceedings have been provided for. On behalf of the next-of-kin it is said that the surplus is undisposed of. On behalf of the Attorney-General it is contended that it must be applied *cy près*. In Tyssen's Law of Charitable Bequests, 2nd Edition, at p. 202, there is the following statement: "Where a gift is made for a particular charitable purpose which is sufficiently provided for without the gift, the gift will be applied *cy près*." This and other authorities establish the contentions of the Attorney-General. The surplus must be accordingly applied *cy près* in the erection of another or other stained glass windows.—COUNSEL: *F. D. Morton*; *P. M. Walters*; *V. Barran*; *H. T. Methold*; *Dighton Pollock*. SOLICITORS: *Collyer-Bristow & Co.*, for *Ingram, Berridge, Flude & Frearson*, Leicester; *C. E. Pullon*, for *F. J. Bell*, Surbiton; *Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

EARLY *v.* **DRUMMOND.** Div. Court. 15th January.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—PUBLIC HOUSE, LAND AND COTTAGE LET TOGETHER—LAND LET WITH HOUSE—RATEABLE VALUE—NOTICE TO TERMINATE TENANCY—RECOVERY OF POSSESSION—SCOPE OF ACT—"HOUSE"—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 12 (2) (iii).

A public house and seven acres of land (the rateable values of which were £14 and £10 respectively), were, together with a cottage, demised to a tenant under one lease.

Held, that (the public house, being regarded as the "house" referred to in s. 12 (2) (iii) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920), inasmuch as the rateable value of the land amounted to more than one-quarter of the rateable value of the public house, the property did not fall within the scope of the Act, and that the landlord who had duly served notice to terminate the tenancy was entitled to recover possession.

In September, 1921, notice was given to determine the tenancy of a public house, cottage and seven acres of ground, which were all comprised in one lease. The tenant, relying on s. 12 (2) (iii) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, refused to give up possession of the premises. The rateable value of the public house was £14 per annum and that of the seven acres of land £10 per annum. By s. 12 (2) of the Act of 1920 it is enacted: "Provided that, (iii) for the purposes of this Act, any land or premises let together with a house, shall, if the rateable value of the land or premises let separately would be less than one-quarter of the rateable value of the house, be treated as part of the house, but, subject to this provision, this Act shall not apply to a house let together with land other than the site of the house." It was contended on behalf of the tenant that, having regard to such authorities as *Wellesley* v. *White*, 1921, 2 K.B. 204, the word "house" in the proviso bore an extended meaning which, in the present case, comprised the seven acres of land. The county court judge decided in favour of the landlord, and the tenant appealed.

BAILHACHE, J., in delivering judgment, stated the facts and, after reading the proviso, said that authorities were not necessary to establish the proposition that the word "house" frequently meant more than the mere bricks and mortar of which a house was built. For instance, a man, in referring to his house, generally included his garden. But the question before the court was not what was the general meaning of the word "house," but what was its meaning in the statute in question. In the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, the word "house" in terms included the curtilage. In the present Act, the meaning was not so wide. It appeared from a consideration of the fact that the rateable value of the house was to be at least four times that of the land, that the area of land intended to be included was not large. In the present case the land was separately rated. The county court judge was, in his lordship's view, right in deciding that the public house must be treated as the house referred to in the proviso, and that, as the rateable value of the land was more than one quarter of the rateable value of the public house, the property was not within the protection of the Act. The appeal should therefore be dismissed.

MCCARDIE, J. delivered judgment to the same effect, and the appeal was dismissed..—COUNSEL: *Eddy*; *Blanco White*. SOLICITORS: *Windsor and Brown*; *Curwen, Carter and Evans*.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

HOLT & CO. *v.* **MARKHAM.** No. 2. 11th December, 1922.

MISTAKE—MONEY PAID BY MISTAKE—OFFICER'S GRATUITY—OVERPAYMENT BY ARMY AGENTS—ACTION TO RECOVER EXCESS ON GROUND OF MISTAKE OF FACT—MISTAKE AS TO OFFICER'S STATUS—CONSTRUCTION OF ORDERS AND REGULATIONS—NOT A MISTAKE OF FACT.

The plaintiffs, who were bankers, and agents to the Royal Air Force, had, as such bankers and agents, paid to the defendant, a sum of money, as gratuity on demobilisation, in excess of the amount due to him. In assessing the amount due to the defendant by way of gratuity, the plaintiffs had acted under a misapprehension as to the construction of the rules and regulations issued by the authorities, and they had also acted under a misapprehension as to the defendant's status in that they had assessed his gratuity as if he had been throughout the period of his service with the forces a temporary officer, whereas, in fact, he was an officer on the emergency list, and as such, entitled to a smaller gratuity than the amount which the plaintiffs paid him. In an action brought by the plaintiffs to recover from the defendant the excess amount paid to him on the ground that it was money paid under a mistake of fact.

Held, that the money was not paid under a mistake of fact, and the plaintiffs were not entitled to recover.

Skyring *v.* Greenwood & Cox, 4 B. & C. 281, *applied*.

Decision of Lush, J., affirmed.

Appeal from a decision of Lush, J. The plaintiffs brought the action to recover from the defendant, Lt.-Col. Markham, a sum of money which they alleged they had paid him by mistake in excess of the amount of the gratuity due to him. The defendant had held a commission in the Royal Air Force, and the plaintiffs were bankers and agents of the Royal Air Force, and the issue was with regard to the amount of the gratuity paid by the plaintiffs as agents of the Royal Air Force to Col. Markham on demobilisation. Col. Markham jointed the Navy in 1887 as an engineering cadet. From 1892 to 1900 he had served as an engineering lieutenant, and he resigned in 1900. In 1913 he had been placed, at his own request, on the emergency list. Under Art. 191 of the King's Regulations, the defendant would be entitled, on being called up for active service, to a bonus of 25 per cent. on his pay. In August, 1914, the defendant offered his services to the Air Department, and on 21st August he received a commission as temporary officer and was therefore entitled to all the benefits of such officer. In 1918 he was transferred to the Royal Flying Corps, where he held the rank of major, and where he remained until the end of the war. In 1919, on demobilisation, the plaintiffs paid him £744, that is 372 at 40s. a day. Of this total £496 was paid in cash, and the remainder in a war savings certificate for £350 purchased at a cost of £248. The plaintiffs afterwards became aware that they had made a mistake, and that they had treated the defendant, for the purpose of assessing the gratuity due to him, as though he had been throughout the whole period a temporary officer, whereas, in fact, he was an officer on the emergency list, and was not entitled to the full amount of the gratuity which they had in fact paid him, and they claimed to recover from the defendant £297 as money paid under a mistake of fact. Lush, J. found on the facts that the plaintiffs had the means at hand to inform themselves of the exact position of the defendant as regards the amount of the gratuity due to him. On the principle of *Skyring* v. *Greenwood & Cox*, 4 B. & C. 281, he gave judgment for the defendant with costs. The plaintiffs appealed.

The Court (BANKES, WARRINGTON and SCRUTTON, L.JJ.) dismissed the appeal. There were four points to be decided: (1) Had there been a mistake at all as regards the position of the defendant; (2) assuming that there had been a mistake, did the plaintiffs make the payment under the mistake; (3) was the payment made under a mistake of law or of fact; and (4) were there any circumstances which rendered it equitable that the defendant should repay the money. It was plain on the evidence given at the trial, including the correspondence, that there had been no mistake of fact at all. True, the plaintiffs had not realised the defendant's real position under the regulations and orders. No doubt, due allowance must be made for the difficulties of the plaintiffs during the war, with their temporary clerks and very heavy work each day. There was, however, information available to the plaintiffs with regard to the defendant's exact position on the emergency list, and they acted under a misapprehension with regard to his status under the orders and regulations. The

defendant did not know what was the amount due to him by way of gratuity under the orders and regulations, but the plaintiffs had failed to show that they had acted under a mistake of fact. They had failed to construe correctly the various orders and regulations governing the amount of gratuity. The principle of *Skyring* v. *Greenwood & Cox, supra*, applied, and the appeal failed.—COUNSEL: *Holman Gregory*, K.C., and *C. Tindale Davis*; *Sir Malcolm Macnaghten*, K.C., and *J. Douglas Young*. SOLICITORS: *Ellis, Peirs & Co.*; *J. B. de Fonblanque*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

CARDIFF CORPORATION *v.* COOK.

Romer, J. 1st and 4th December.

COMPULSORY PURCHASE—COMPENSATION—ASSIGNMENT BETWEEN CLAIM AND ACCEPTANCE OF CLAIM—WITHDRAWAL OF OFFER—LANDS CLAUSES CONSOLIDATION ACT, 1845, 8 & 9 Vict. c. 18.

An assignment of a leasehold interest subject and without prejudice to an offer to take £550 for disturbance only gives to the assignee the rights acquired by the assignor by his notice to treat, and does not preclude the assignee from withdrawing the offer which the assignor had made, and a claim by the assignee for a larger amount is a withdrawal of such offer.

Mercer v. The Liverpool, St. Helen's and South Lancashire Railway Co. 1904, A.C. 461, *applied*.

This was an action for a declaration that the compensation for the compulsory acquisition of certain premises was limited to £550, for specific performance, and for an order for the assignment of the premises to the plaintiffs. The facts were as follows:—Under a provisional order made by the Local Government Board, in 1915, and subsequently confirmed by statute, the Cardiff Corporation obtained for the purposes of street widening, certain compulsory powers over (*inter alia*) No. 2, Duke-street, of which the lessees and occupiers were the defendants, F. H. Cook and E. E. Cook, trading in partnership as Thomas Cook & Son, and the defendant, R. Lane. T. Cook & Son held the premises on a lease for five years, ending at Christmas 1922, with an option to renew for another five years. Lane was an under-tenant of Cook & Son for a term of ten years, commencing in 1907. On 2nd August, 1919, the plaintiffs served on all three defendants the usual notice to treat, the defendant Lane being now a yearly tenant by holding over. The Defendants Cook & Son, sent in a claim for £550 for disturbance, but claimed nothing in respect of their leasehold interest. Before that offer had been accepted, the defendants, Cook & Son, assigned all their leasehold interest for the residue of the term in No. 2, Duke-street, to their under-tenant and co-defendant, Lane, who covenanted to indemnify them from any costs and damages he might suffer in consequence of the acquisition of the premises by the plaintiffs, and refrain from doing anything which might adversely affect the claim of the defendants, Cook & Son, against the corporation for compensation for disturbance. After the assignment Lane let the ground floor, formerly occupied by Cook & Son, at a yearly rent of £700, and remained in occupation of the upper floor, which had been let to him previously for £100. The annual rent reserved by the lease, which had been assigned to Lane, was £350, so that the net result was a gain to him of £450 a year; and capitalizing that sum at seven and half years' purchase, which would have been the length of the term if he had exercised his option to renew, Lane, on 20th June, 1920, sent to the Corporation a claim for £3,375, by way of compensation, for his interest in the premises. The plaintiffs objected to pay this compensation. The defendants, Cook and Son, by their solicitors, wrote to the town clerk on the 4th of August, 1921, a letter stating in effect that, while they were still willing to accept £550 as compensation for disturbance, they were no longer in a position to agree with the Corporation with regard to the value of the leasehold interest. On the 2nd of February, 1922, the plaintiffs, by a memorandum, agreed to the purchase money of Cook & Son's interest being fixed at £550, but were unable to obtain an assignment of the property because of Lane's claim, and started this action.

ROMER, J., after stating the facts, said:—If the Corporation had accepted the claim of the defendants Cook for £550, when that claim was first made, those defendants would have been liable to assign the whole of the premises to the plaintiffs in consideration of £550, and could not have claimed anything further in respect of disturbance, or of their leasehold interest. But before the plaintiffs accepted their claim they assigned their leasehold interest to Lane subject and without prejudice to their claim for £550 for disturbance. In my judgment it follows from the decision in *Mercer* v. *Liverpool, St. Helen's & South Lancashire Railway Co, supra*, that the defendants Cook had a right to assign their leasehold interest to Lane, subject to the rights acquired by the plaintiffs, by virtue of their notice to treat, and of the claim sent in by the defendants Cook. The assignment does not operate as a withdrawal of their offer to accept £550 in full settlement, but on the other hand, Lane does not acquire by the assignment any less right than the assignors would have had, and their offer to accept £550 in full settlement must then be deemed his offer. Could he withdraw that offer, or could the defendants Cook have withdrawn it when they assigned the property to him? No authority has been cited to show that a landowner cannot withdraw his offer before acceptance. In my judgment he can, and Lane, being entitled to the same rights as his assignors, can also withdraw it before acceptance. Lane's claim for £3,750 was an intimation to the plaintiffs that he did not consider himself any longer bound by the offer made by the defendants Cook, and was necessarily a withdrawal of their offer to accept a sum of £550 for "disturbance," and nothing for "leasehold interest." That being so, there is not any contract between Lane and the plaintiffs. The authorities show that, after a notice to treat, even when followed by a claim, the undertakers cannot still continue to treat with the owner after he has assigned away the whole of his property. Until the offer was accepted, there was no contract in the usual sense between the undertakers and the owner. After the assignment Lane took the place of the person on whom the notice to treat had been served and became the person with whom the plaintiffs had to agree compensation. Before the offer of the defendants Cook to accept £550 in full settlement had been accepted by the plaintiffs, the former had by their letter of 4th August, 1921, made it clear that no longer were they willing to accept £550 in full satisfaction of their claim for compensation for disturbance, and for the value of their leasehold interest. That in law amounted to a withdrawal of their previous offer. It was an offer to accept £550 for disturbance alone, and that the value of the leasehold interest had then to be settled between the plaintiffs and Lane. It was not then open to the plaintiffs to accept their first offer. The plaintiffs accordingly fail in their claim to make Lane assign the leasehold interest to them on payment of £550, and no more, but it is open to them to proceed in the ordinary way to get the compensation payable to Lane assessed.—COUNSEL: *Hughes*, K.C., and *Swords*; *Cleveland Stevens*; *Cunliffe*, K.C., and *C. A. Bennett*. SOLICITORS: *Smith, Rundell, Dods and Bockett*, for *Cecil G. Brown*; *Town Clerk*, Cardiff; *Ingledew, Davies, Sanders*, and *Brown*, for *Ingledew & Sons*, Cardiff; *Simmons & Simmons*, for *Morgan, Scott & Scott*, Cardiff.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

R. *v.* ADAMS; *ex parte* POPE. Div. Court. 12th December, 1922.

HIGHWAYS—REPAIRS—LICENCE TO TAKE MATERIALS FROM "INCLOSED LANDS"—DURATION OF LICENCE—JURISDICTION—HIGHWAY ACT, 1835, 5 & 6 Will. 4, C. 50, ss. 51, 53, 54, Sched. Form 10.

A licence, granted by justices under the Highways Act, 1835, *to take materials from enclosed land for the purpose of repairing highways is not bad on its face, on the ground that the period for which it is granted and the nature of the repairs to be executed are not specifically stated thereon.*

Rule nisi.

Justices for the County of Devon were called upon to show cause why a writ of certiorari should not issue to remove into the King's Bench Divison an order, dated 7th June, 1922, by which they granted to the Crediton Rural District Council a licence to dig, take, get and carry away materials from land belonging to the applicant for the rule, for the purpose of repairing the highways. The licence, which was in substance in the form provided in the schedule to the Highway Act, 1835 (cf. Sched. Form 10) specified no period within which such removal of materials might be effected and did not state with particularity the nature of the repairs for which the materials were required. The applicant contended (*inter alia*) that the justices had no power to grant a licence, (1) for an indefinite time, and (2) in respect of repairs which were not specified. By s. 51 of the Highway Act, 1835, it is provided that a surveyor may take materials from any waste land or common ground, river or brook, within the parish for which he shall be surveyor, to repair highways. By s. 54 it is provided: "It shall be lawful for every such surveyor for the use aforesaid" (*i.e.*, the getting of materials for making or repairing any highway) "by licence in writing from the justices at a special sessions for the highways, to search for, dig, and get materials, if such cannot be had conveniently within such waste lands, common grounds, rivers, or brooks, in or through any of the several or inclosed lands or grounds of any person whomsoever (such lands or grounds not being a garden, yard, avenue to a house, lawn, park, paddock, or inclosed plantation, or inclosed wood not exceeding one hundred acres in extent) within the parish where the same shall be wanted. . . . and to take and carry away so much of the said materials as by the discretion of the said surveyor shall be thought necessary to be employed in the amendment of the said highways . . ." [satisfaction being duly made for materials removed and any damage done in removing them.]

LORD HEWART, C.J., in delivering judgment said that, in justification of the claim for a writ of *certiorari*, it was alleged that the justices had exceeded their jurisdiction by wrongly deciding that the materials were required and were necessary for the repairing of the highways; that seemed a strange allegation. The justices shewed that they had evidence that the materials were required, and it was clear that they had jurisdiction to base their decision on such evidence. With regard to the allegations that the licence omitted to specify a period within which the work was to be completed, and also omitted to state with particularity the nature of the repairs, the cases of *R.* v. *Bradford*, 1908, 1 K.B. 365; and *Manvers, Earl* v. *Bartholomew*, 4 Q.B.D. 5, had been referred to. It seemed clear from those cases that a licence of this kind must be limited by the necessities existing at the time of the granting of the licence. His Lordship could not infer from the judgments in those cases that it was intended that a definite period should be stated in the licence within which those repairs must be executed. As to the question of specifying the repairs, the words in the licence relating to the repairs were almost the same as those in the form.

It might be that, notwithstanding the form, it would be desirable for justices to state with more particularity the work to be done, but, having regard to the form itself, it was difficult to say that a licence, which did not specify the necessary repairs with particularity, was bad on its face. In his Lordship's view the rule should be discharged.

DARLING, J., delivered judgment to the same effect, and SALTER, J., agreed. Rule discharged.—COUNSEL: *Scholefield*, K.C., and *G. D. Roberts*; *Macmorran*, K.C., and *Croom-Johnson*. SOLICITORS: *Taylor, Jelf & Co.* for *J. & S. P. Pope*, Exeter; *Guscotte, Wadham, Tickell & Thurland*, for *Sparkes, Pope, Thomas & Mathew*, Crediton.

[Reported by J. L. DENISON, Barrister-at-Law.]

DEWEY *v.* **FAULKNER.** Div. Court. 13th December, 1922.

ADULTERATION—MILK—WRITTEN WARRANTY—"NEW MILK"—LABEL ATTACHED TO CHURN—WHETHER WORDS ON LABEL IMPORT WARRANTY INTO AGREEMENT—SALE OF FOOD AND DRUGS ACTS, 1875, 38 & 39 Vict. c. 63, s. 25.

A label (attached to a churn of milk delivered under a written agreement) containing the words "guaranteed pure unskimmed milk with all its cream," is merely an identifying document, and cannot be taken conjointly with the written agreement so as to import into the written agreement a written warranty within s. 25 of the Sale of Food and Drugs Act, 1875, when the agreement taken by itself contains no such written warranty.

This was a case stated by a Metropolitan Stipendiary Magistrate. The appellant, on 22nd May, 1922, bought from the respondent half a pint of milk, from which, when analysed, it was found that 10 per cent. of fat had been abstracted, the quality of the milk being thus injuriously affected An information was preferred against the respondent under s. 9 of the Sale of Food and Drugs Act, 1875, which section prohibits the abstraction of any part of an article of food before sale so as to affect it injuriously, and selling any article so altered without giving notice of the alteration, and he gave notice to the appellant of his intention to rely on a written warranty in accordance with s. 25 of the Sale of Food and Drugs Act, 1875, alleged to be contained in (1) a memorandum of agreement for the sale of "new milk" between a certain dairy company and himself, and (2) a written label attached to the churns sent to him, from one of which churns the milk sold to the appellant had been taken. The label bore the words, "Guaranteed pure unskimmed milk, with all its cream." The magistrate dismissed the information on the grounds that the memorandum and label constituted a warranty, and that the respondent had sold the milk in the same condition as that in which it had been received by him. This case was stated, and in the course of the proceedings, the case of *Jeynes* v. *Hindle*, 1921, 2 K.B. 581, was referred to. By s. 25 of the Sale of Food and Drugs Act, 1875, it is provided: "If the defendant in any prosecution under this Act prove to the satisfaction of the justices or court that he had purchased the article in question as the same in nature, substance and quality as that demanded of him by the prosecutor, and with a written warranty to that effect, that he had no reason to believe at the time when he sold it that the article was otherwise, and that he sold it in the same state as when he purchased it, he shall be discharged from the prosecution, but shall be liable to pay the costs incurred by the prosecutor, unless he shall have given due notice to him that he will rely on the above defence."

Lord HEWART, C.J., in delivering judgment, said that it was essential for the respondent to prove not only that the milk had been accompanied by a warranty, but that he purchased the milk with a written warranty. The magistrate had found that the agreement and the label together constituted a warranty. In his lordship's view, that decision was a wrong one. There was nothing to connect the labels attached to the churns with the stipulations in the agreement. The latter contained the terms which provided for the delivery of "new milk," and contained no warranty which would satisfy s. 25 of the Act. The label was merely an identifying document and could not be read into the agreement.

DARLING and SALTER, JJ., concurred, and the appeal was allowed.—COUNSEL: *Disturnal*, K.C., and *W. Carlyle Croasdell*; *Whiteley*, K.C., and *H. Julian Fuller*. SOLICITORS: *Wedlake, Letts & Birds*; *Robinson (Percy) & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

McNEALL *v.* **HAWES.** 12th and 13th December, 1922.

HUSBAND AND WIFE—FRAUDULENT CONDUCT OF WIFE—TORT—LIABILITY OF HUSBAND.

A wife lent an insurance policy on her husband's life to a third party, in order that he might use it as a collateral security for a loan to himself. She also gave him a document, which she signed with the name of her husband, authorising the proposed lender to retain it as a collateral security for the loan,

Held, in an action by the husband against the lender for the return of the policy, that the lender must return it to him.

Held also, that there was no contractual relation between the wife and the lender, and that her conduct amounted to a "naked" tort, so that her husband could be sued with her; and that the defendant was entitled on his counter-claim to the amount advanced to the borrower by reason of the wrongful conduct of the plaintiff's wife.

Edwards *v.* Porter (ante, p. 248) *distinguished.*

The defendant lent the sum of £87 to a man named Holmes on the security of a promissory note and an insurance policy on the life of the plaintiff. Holmes had obtained the policy by persuading the plaintiff's wife to lend him her husband's life insurance policy and to sign a document with the name of her husband requesting the defendant to hold the policy by way of collateral security for the £87. Holmes subsequently disappeared without repaying the loan. The plaintiff, on discovering the transaction, commenced an action against the defendant for the recovery of the policy. The defendant counter-claimed damages against the plaintiff and his wife, alleging that he had advanced the £87 as a result of the fraudulent representations of the plaintiff's wife. It was contended on behalf of the plaintiff that the tort of the wife was not a naked tort, that it was connected with a contract, and that the husband was not liable; and reference was made to *Edwards* v. *Porter*, *supra*.

LUSH, J., in delivering judgment, said that the plaintiff was entitled to succeed in his claim for the return of the policy, but it was necessary to decide whether the wife had been guilty of what was known as a "naked" tort, so that her husband could also be made liable. The question was whether the fraud of the wife was connected with a contract entered into by her, in which case the husband could not be made a party to an action in tort against her. In his lordship's view there was, in the present case, no contract by the wife, there being no privity between her and the defendant. Her conduct amounted to nothing more than an assent to the holding of the policy by the defendant, and there was no contractual liability upon her to the defendant. Consequently her husband could be sued with her on the naked tort which had been committed by her in handing over the policy and signing her husband's name to the document authorising the defendant to hold the policy as a collateral security for the loan. His lordship considered that the present case differed entirely from *Edwards* v. *Porter*, *supra*, a decision with which he agreed, and he gave judgment for the plaintiff for the return of the policy, and for the defendant on the counter-claim for £87, the sum which the plaintiff had parted with in consequence of the conduct of the plaintiff's wife.—COUNSEL: *Merlin*; *Viscount Erleigh*. SOLICITORS: *Crosse & Sons*; *Fladgate & Co*

[Reported by J. L. DENISON, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

GRAHAM *v.* **GRAHAM.** Horridge, J.
5th, 6th and 12th December, 1922.

JUDICIAL SEPARATION—JURISDICTION—FOREIGN DOMICILE—RESPONDENT RESIDENT AND SERVICE EFFECTED OUT OF THE JURISDICTION—RESIDENCE OF PETITIONER WITHIN JURISDICTION INSUFFICIENT TO GIVE THE COURT JURISDICTION—STATUTE OF CITATIONS, 1531, 23 Hen. 8, c. 9—MATRIMONIAL CAUSES ACT, 1857, 20 & 21 Vict., c. 85, ss. 6, 22, 41, 42.

Residence of the petitioner and need of the protection of the court do no suffice to give the court jurisdiction to entertain a petition for judicial separation If such jurisdiction is to be based on residence, the respondent must have been resident in the jurisdiction at the time the proceedings were instituted.

In this suit Violet Augusta Graham prayed for a judicial separation from her husband, James Drummond Graham, an officer in the Indian Medical Service, stated in the petition to be domiciled in Scotland, on the ground of his cruelty. The petition which was dated 24th February, 1922, was served upon the husband in Bagdad, under the provisions of s. 42 of the Matrimonial Causes Act, 1857, and appearance was entered on his behalf under protest, and an Act on petition filed on 14th June, 1922, alleging that there was no jurisdiction in the court to entertain the suit. An answer and reply were filed putting the question of jurisdiction in issue. Affidavits of the parties were also filed, from which it appeared that they were married in British India on the 24th February, 1912, and resided at various places in India and Egypt, and for short periods in England, viz. from the 23rd to 25th July, 1920, at the Adelphi Hotel, London; from the 1st August to the 1st September, 1920, at the Forest Hotel, Wilts, and from the 9th November to the 11th December, 1920, and for further short periods in December, 1920, and January, 1921, in London. From the 23rd to the 28th January, 1921, they remained together at Mentone, in France, and since then had not lived together. The husband had been serving in Mesopotamia, and the wife had remained in England, and described herself in her petition as residing at a London club. Counsel for the respondent argued that to give the court jurisdiction to pronounce a decree of judicial separation there must be either matrimonial residence, presence of both the parties in the country at the inception of the suit, or domicile. Presence, or residence of the petitioner alone was not enough. Section 42 of the Matrimonial Causes Act, 1857, gave power to the court to serve outside the jurisdiction parties with regard to whom jurisdiction existed, but did not confer jurisdiction. He referred to *Firebrace* v. *Firebrace*, 4 P.D. 63; *Armytage* v. *Armytage*, 1893, P. 178; *Anghinelli* v. *Anghinelli*, 1918, P. 247; Shelford on Marriage and Divorce, 1841 ed., p. 486; *Rierd* v. *Rierd*, 31 T.L.R. 50. Counsel for the petitioner did not contend that the allegation of a matrimonial offence in the jurisdiction would, without anything more, give jurisdiction. They relied on *bonâ fide* residence of the petitioner in the jurisdiction and her need of the court's protection—in fact, on the view expressed in s. 34 of Rayden on Divorce, at page 15. They referred to the Statute of Citations, 23 Hen. 8, c. 9, and to *Firebrace* v. *Firebrace*, *supra*; *Dasent* v. *Dasent*, 1 Rob. Ecc. 800; *Collett*

v. *Collett*, 3 Curt. 726; *Sottomayor* v. *Barros*, 2 P.D. 81; *Roberts* v. *Brennan*, 1902, P. 143; *Casdagli* v. *Casdagli*, 35 T.L.R. 30; *Rush* v. *Rush*, 1902, P. 242, and other cases.

Mr. Justice HORRIDGE, in a considered judgment, stated the facts, and said: It was not contended before me that the respondent was resident in England at the time of the petition or, indeed, that he had been in England at any time after the 20th January, 1921, when he left for Mentone, but it was argued that the fact of the petitioner herself being resident in England entitled her to invoke the protection of the court, no matter where her husband was resident. By s. 22 of the Matrimonial Causes Act, 1857, it is provided that in all suits and proceedings to dissolve any marriage the court shall proceed and act and give relief on principles and rules, which, in the opinion of the court, shall be as nearly as may be conformable to the principles and rules on which the Ecclesiastical Courts have herefore acted and given relief. It becomes necessary to consider, having regard to the above provisions, the matters which were in the Ecclesiastical Courts requisite to enable the court to grant a decree of divorce *a mensa et toro*. The first matter to be looked at is the Statute of Citations, Ch. 9 of the twenty-third year of Henry 8. This statute provided that no manner of person should be cited before any of the Ecclesiastical Courts mentioned out of the diocese where the person cited should be inhabiting and dwelling at the time of awarding or going forth of the citation. It was suggested on behalf of the petitioner that the passing of this stuatute showed there would have been jurisdiction prior to the statute to cite parties not in residence within the jurisdiction. This, however, was not the view taken by Mr. Lushington in *Collett* v. *Collett*, *supra*, at p. 729, where he says:—"The court always looks on a question of jurisdiction to the Statute of Henry 8, c. 9, which was passed in affirmance of the Common Law, and by which this court among others had local limits assigned to it." By the Matrimonial Causes Act, 1857, ss. 41 and 42, this Act of Henry 8, so far as regards service outside the jurisdiction of the particular court, has been nullified, as any proceedings in the Divorce Court properly brought for judicial separation can now be served either within or without His Majesty's Dominions. After the passing of the Matrimonial Causes Act, 1857, the question arose as to whether or not a suit for judicial separation could be brought in this court where the parties were not domiciled here, and it was decided in the cases of *Armytage* v. *Armytage*, *supra* and *Anghinelli* v. *Anghinelli*, *supra*, that a suit for judicial separation could, according to the former practice of the Ecclesiastical Courts, and therefore under the provisions of s. 22 of the Matrimonial Causes Act, 1857, according to the procedure and practice of this court, be entertained where both the parties were resident within the jurisdiction of this court, but in neither of these two cases was it expressly decided whether the residence of the petitioner alone would be sufficient to give the court jurisdiction. In a passage in the judgment of Sir James Hannen in the case of *Firebrace* v. *Firebrace*, *supra*, referred to in the judgment of Mr. Justice Gorell Barnes in *Armytage* v. *Armytage*, *supra*, he used the following phrase: "It is not however inconsistent with this principle that a wife should be allowed to obtain relief against her husband in the tribunal of the country in which she is resident though not domiciled;" but I do not think that the learned President intended in using the phrase "in which she is resident" to mean "and in which the husband is not resident," or to decide the question as to whether or not mere residence of the petitioner is sufficient. The case of *Niboyet* v. *Niboyet*, 4 P.D. 1, decided that residence and not domicile was necessary to give jurisdiction in divorce, and though this view, as pointed out by Mr. Justice Gorell Barnes in *Armytage* v. *Armytage*, *supra*, at p. 187, has now been overruled, the judgments of James, L.J., and Cotton, L.J., in this case as to what residence was necessary to found jurisdiction in the Ecclesiastical Courts were cited with approval by Swinfen-Eady, M.R., and Warrington, L.J., in *Anghinelli* v. *Anghinelli*, *supra*. In *Niboyet* v. *Niboyet*, *supra*, Cotton, L.J., at page 24, says: "In *Yelverton* v. *Yelverton*, 1 Sw. and Tr. 574, which was a case relied upon as supporting the judgment under appeal, the respondent was not domiciled in England or resident here; and the decision in effect was that the court had no jurisdiction to cite him—that is no jurisdiction over him personally, he not being resident here; and that the fact of his not being resident here was pointed out before the learned judge, when he gave his judgment, appears from a passage of the report: 'Major Yelverton is not an Englishman: he never had a residence in England nor was he guilty of any misconduct towards the plaintiff in England'; and from the passage which I have read from the report of *Carden* v. *Carden*, 1 Curt. 558, I infer that Dr. Lushington would have held that there was no jurisdiction unless evidence had been given of some residence in England. That foundation was laid in every case that was cited, and I cannot treat any one of them as an authority for overruling Major Yelverton's protest." I would also draw attention to the fact that *Carden* v. *Carden*, *supra*, is also referred to by Swinfen-Eady, M.R., in *Anghinelli* v. *Anghinelli*, *supra*, at p. 254, where he says: "There is a case of *Carden* v. *Carden* in which, as appears from the judgment, what the court was considering was the question of residence and not domicile: and it was held that it was residence within the diocese before the issue of the citation which gave the court jurisdiction." On referring to *Carden* v. *Carden*, *supra*, it seems clear that the court considered the residence or non-residence of the party proceeded against vital, as these words occur in the judgment: "There is nothing here to show that the party proceeded against ever had any residence in the diocese." And it was upon evidence subsequently filed as to the residence of the husband that the court pronounced a decree. On behalf of the petitioner stress was laid on the case of *Dasent* v. *Dasent*, *supra*, but in that case the court gave no reasons for thinking it right to pronounce the decree, and this fact is dealt with and commented on at p. 590 of the judgment in *Yelverton* v. *Yelverton*, *supra*. In *Manning* v. *Manning*, the Judge Ordinary, at p. 225, says: "It appeared likely that the court would have to determine under what circumstances and to what degree or extent residence and nothing more than residence may be sufficient to enable a petitioner to sue in this court, but I forbear to enter upon the investigation of this question." In my view the authorities referred to in the judgment of Cotton, L.J., in *Niboyet* v. *Niboyet*, *supra*, and also the case of *Donegal* v. *Donegal*, 3 Phill., 586, 597, show that where residence is relied upon to found jurisdiction it must be shown that the respondent is resident in the jurisdiction at the time of the citation being issued and the proceedings commenced. I was very much pressed on behalf of the petitioner with the case of *Roberts* v. *Brennan*, *supra*, in which Sir Francis Jeune, President, stated that in his view residence, and not domicile, was the test of jurisdiction in a nullity case, because it was said in that case on the report there was no evidence of either party having been resident within the jurisdiction. The report in the case is not, to my mind, very satisfactory as to the evidence of residence before the Court, and I cannot think I ought to reply on it if it is inconsistent with the authorities I have already referred to. It was further contested before me that because s. 42 of the Matrimonial Causes Act, 1857, provided for service within or without His Majesty's Dominions, if service was in fact effected of proceedings issued without the jurisdiction, the very fact of service gave jurisdiction to the court, but I cannot accede to this proposition as it seems to me that s. 42 only applies to proceedings properly instituted. The prayer of the Act on petition will be granted, and the suit will be dismissed, the wife to have costs up to the amount of security.—COUNSEL: *J. B. Matthews*, K.C., and *Acton Pile* for the petitioner; *Bayford*, K.C., and *D. Co.es-Preedy* for the respondent. SOLICITORS: *C. E. W. Ogilvie*, for the petitioner; *Oldfields*, for the respondent.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders.

Board of Trade.

DEPARTMENT FOR THE ADMINISTRATION OF AUSTRIAN PROPERTY.

TREATY OF PEACE (AUSTRIA) ORDERS, 1920-1922.

Notice is hereby given that I intend to declare a first dividend of 2s. in the £ in the above administration.

Payment of this dividend will be made in accordance with the Rules made by me with the approval of the President of the Board of Trade under Section 1 (xiv) of the above Orders.

All creditors who lodged their proofs of claim with me not later than 30th December, 1922, and who obtain awards in their favour from the Anglo-Austrian Mixed Arbitral Tribunal entitling them to the benefit of the charge imposed by the above Orders over the Austrian assets in my hands, will, upon lodging the certificates of such awards with me, be entitled to participate in the said dividend under the conditions contained in the above-mentioned Rules. The first distribution of the said dividend will be made on the 15th March, 1923.

An individual notice will be sent to each creditor as and when he becomes entitled to participate in this dividend, showing the amount of such dividend to which he is entitled and when and how it is payable.

10th February. *E. S. Grey*,
Administrator.

Under and by virtue of the Powers conferred upon the Clearing Office and the Administrator by Section 1 (xiv) of the Treaty of Peace (Austria) Orders, 1920-1921, I hereby prescribe the 31st (thirty-first) day of March, 1923, as the final date by which proofs by British Nationals of debts due to them by Austrian Nationals or of pecuniary obligations of the Austrian Government under Article 248 of the Treaty of St. Germain-en-Laye, must be made upon the prescribed forms and lodged with the Department for the Administration of Austrian Property in order to participate in the distribution of the funds in my hands arising out of the liquidation of the property, rights and interests of nationals of the former Austrian Empire transferred to or vested in me under the Treaty of Peace (Austria) Orders, 1920 to 1921, or any Orders of the Board of Trade made thereunder or received by me from the Austrian Clearing Office under paragraph 11 of the Annex to Article 248 of the above mentioned Treaty in pursuance of the note of His Majesty's Government to the Austrian Government of the 27th August, 1920, published in the London Gazette of the 15th October, 1920 (No. 32886), or arising out of any other available property.

Provided that in any case where it is proved to the satisfaction of the Administrator that the Claimant shall have become aware only at a date subsequent to the 1st March, 1923, of the existence or amount of a claim the Administrator may extend the period for lodging the Proof of Claim with the Department until two calendar months after the Claimant shall have become aware of the existence and amount of the claim in question.

E. S. Grey,
5th February. Administrator.

I approve,
P. Lloyd-Graeme,
President of the Board of Trade.
7th February, 1923.

MERCHANT SHIPPING (WIRELESS TELEGRAPHY) RULES AMENDMENT RULES, 1923.

The Board of Trade hereby give notice that they have made the following Rules :—

Merchant Shipping (Wireless Telegraphy) Rules Amendment Rules, 1923.

These Rules have been published as Statutory Rules and Orders, 1923, No. 88, and copies of the same can be purchased (price 6d. net), either directly or through any bookseller, from His Majesty's Stationery Office, at the following addresses :—Imperial House, Kingsway, London, W.C.2, 28, Abingdon Street, London, S.W.1, 37, Peter Street, Manchester, 1, St. Andrew's Crescent, Cardiff, or 23, Forth Street, Edinburgh.

Ministry of Health.

CONDENSED MILK.

SUMMARY OF NEW REGULATIONS.

The Minister of Health is about to make regulations as to the labelling and composition of condensed milk. The principal provisions of the regulations will provide for :—

I. LABELLING.

1. Every tin of condensed milk must bear a label specifying its description (*e.g.*, full cream, unsweetened) and stating the equivalent volume of milk (or skimmed milk) contained in the tin.

2. Every tin of condensed skim milk must be labelled "Unfit for Babies."

3. The name and address of the manufacturer of the condensed milk must appear on the label.

4. Any instructions as to dilution placed on a tin of condensed milk must be quantitatively accurate.

II. COMPOSITION.

Condensed milk must contain not less than the following percentages of milk fat and milk solids :—

	Milk Fat.	All Milk solids.
Full cream, unsweetened	9%	31%
Full cream, sweetened	9%	31%
Skimmed unsweetened	—	20%
Skimmed sweetened	—	26%

III. GENERAL.

The Regulations will come into operation on the 1st August, 1923, and will apply to all condensed milk intended for sale for human consumption whether produced in this country or imported from abroad.

Copies of the draft Regulations can be purchased from H. M. Stationery Office, Imperial House, Kingsway, W.C.2, either directly or through any bookseller (price 2d.)

Ministry of Health,
Whitehall, S.W.1,
13th February, 1923.

Board of Control.

The Board of Control in Lunacy has sent a circular letter to the clerks of the visiting committees urging the importance of carrying out some recommendations made by the Committee which investigated the charges of Dr. Lomax last year. These recommendations were given in *The Times* of 1st August. They include the placing of a medical man at the head of each asylum as superintendent, an increase in the number of assistant medical officers, and facilities for study leave; the appointment of consultants and of visiting dental surgeons, the employment of patients capable of being employed, and after-care.

The announcement is made that "it is intended to include a clause in the proposed Mental Treatment Bill facilitating the combination of local authorities for any purpose, including research and the provision of properly equipped laboratories." This refers to the suggestion that certain centres should be set aside for special research work. It is added that facilities for the early treatment of incipient mental disease without certification will be included in the Bill.

Commissions and Committees.

ROYAL COMMISSION ON LOCAL GOVERNMENT AREAS.

The King has approved the following terms of reference for the Royal Commission on Local Government Areas :—

"To inquire as to existing law and procedure relating to the extensions of County Boroughs and the creation of new County Boroughs in England, and Wales, and the effect of such extensions or creations on the administration of the Councils of Counties and of non-County Boroughs, Urban Districts and Rural Districts; to investigate the relations between these several local authorities; and generally to make recommendations as to their constitution, areas, and functions."

The members of the Commission are as follows :

The Earl of Onslow (Chairman), Lord Strachie, Lieut.-General Sir George Macdonogh, K.C.B., K.C.M.G., Sir W. Ryland D. Adkins, K.C., M.P., Sir Lewis Beard, Sir William Middlebrook, Sir Walter P. Nicholas, Mr. E. Honoratus Lloyd, K.C., Hon. Arthur Myers, Mr. H. G. Pritchard, Mr. W. R. Buchanan Riddell, Mr. E. R. Turton, M.P., Lieut.-Col. Seymour Williams.

The Secretary of the Commission is Mr. Michael Heseltine, C.B., of the Ministry of Health, Whitehall, S.W.1, to whom all communications relating to the work of the Commission should be addressed.

Ministry of Health,
Whitehall,
9th February.

COMMITTEE ON EXPENDITURE ON PUBLIC ASSISTANCE.

The Prime Minister has appointed a Committee to examine the existing arrangements for the grant of assistance on account of sickness, unemployment, and destitution from public funds and from the contributory schemes of Health and Unemployment Insurance, with a view to securing the fullest co-ordination of administrative and executive action. Major A. B. Boyd-Carpenter (Parliamentary Secretary to the Ministry of Labour), is Chairman of the Committee, and the other members are :—

Sir David Shackleton, K.C.B., Mr. T. W. Phillips, C.B., and Mr. C. W. G. Eady (Ministry of Labour); Sir Walter Kinnear, and Mr. H. W. S. Francis (Ministry of Health); Mr. J. Jeffrey (Scottish Board of Health); and Mr. C. F. Adair Hore, C.B. (Ministry of Pensions).

The Secretary of the Committee is Mr. H. D. Hancock, of the Ministry of Labour, Montagu House, Whitehall.

Societies.

Bar Council Election Result.

The following Candidates have been elected to fill the twenty-four vacancies on the Bar Council :—

Rt. Honble. J. F. P. Rawlinson, K.C., M.P.	Mr. W. R. Sheldon.
Mr. T. R. Hughes, K.C.	Mr. J. E. Hannan.
Sir Edward Marshall Hall, K.C.	Mr. J. F. Vesey FitzGerald.
Mr. H. T. Kemp, K.C.	Mr. Rayner Goddard.
Mr. A. M. Langdon, K.C.	Mr. J. Willoughby Jardine.
Mr. H. Holman Gregory, K.C.	Mr. Walter Hedley.
Mr. J. H. Cunliffe, K.C.	Mr. Hugh L. Beasley.
Mr. W. J. Disturnal, K.C.	Hon. Geoffrey Lawrence.
Mr. E. W. Wingate-Saul, K.C.	Mr. Arthur Bryan.
Mr. A. F. C. Luxmoore, K.C.	Mr. H. O. Danckwerts.
Mr. J. W. Manning, K.C.	Mr. F. W. Gentle.
Mr. Edward Beaumont.	} Mr. J. E. Murray Smith.
	} Mr. E. A. Godson.

Mr. Murray-Smith and Mr. Godson having tied for the last place, the Council will determine, under Regulation 17, which of the two shall be elected.

12th February, 1923.

General Council of the Bar,
5, Stone Buildings,
Lincoln's Inn, W.C.2.

Council of Legal Education.

THE BARSTOW SCHOLARSHIP

Founded under the Will of Mrs. Mary Barstow, deceased.

The Council of Legal Education announce that a change has been made in the Regulations for this Scholarship. Hitherto Candidates have been limited by the Regulations to those Members of an Inn of Court who have passed the Final Bar Examination and have not been called to the Bar. In 1923, and until further notice, the Scholarship will be open to *all Students* of an Inn of Court, whether they have passed the Final Bar Examination or not. It is hoped that the abolition of the above restriction and the absence of any condition limiting the class of Candidates from the Inns of Court eligible for the Scholarship will result in increasing the number of competitors at the next Examination, which will take place in December next, and at subsequent Examinations.

The Scholarship is tenable for two years, and is now worth approximately £66 a year. No Scholarship is awarded unless the Council is satisfied with the standard of the answers given.

The Examination will consist (as hitherto) of papers in Jurisprudence, International Law, The Conflict of Laws (otherwise Private International Law), and Constitutional Law and Legal History, and will be held in the Middle Temple Hall, as follows :—

Friday, 14th December, 1923	10 a.m.—Jurisprudence.
	2 p.m.—International Law, and The Conflict of Laws.
Saturday, 15th December, 1923	10 a.m.—Constitutional Law and Legal History.

Every Candidate must enter his name in full, either personally or by letter, at the Office of the Council, 15, Old Square, Lincoln's Inn, W.C.2.

February, 1923.

Solicitors Benevolent Association.

The monthly meeting of the Directors was held on the 8th inst., Mr. J. F. Rowlatt in the chair. The other Directors present were the Rt. Hon. Sir William Bull, M.P., and Messrs. W. C. Blandy (Reading), T. S. Curtis, L. W. North Hickley, E. F. Knapp-Fisher, R. W. Poole, P. J. Skelton (Manchester) and A. B. Urmston (Maidstone). Five hundred and forty-three pounds was distributed in grants of relief, 71 new members were admitted and other general business transacted.

Estate Duty.

Finance (1909–10) Act 1910.

We have been furnished with the following report:—

The Hon. E. G. Strutt as referee appointed under the terms of the Finance Act, 1910, has now issued his award in the matter of an appeal against the decision of the Commissioners of Inland Revenue with regard to the value for estate duty purposes of the residential property known as Foley House, Braintree, Essex. The property comprises the residence with gardens, cottages, buildings and land and extends in all to about 73.109 acres.

Sir Edwin Savill, of the firm of Alfred Savill & Sons, of 51A, Lincoln's Inn Fields, W.C.2, assisted by Mr. George Hilliard, of Chelmsford, appeared for the appellant; the Commissioners of Inland Revenue were represented by Mr. J. Crawter, Superintendent Valuer for the Home Counties (North) Division, Mr. W. S. V. Samsom, the District Valuer of Colchester, and Mr. E. T. Edwards.

The original valuation that was submitted by the Estate Duty Office as the value of the property was £11,000; but this was amended by order of the Commissioners to £8,000, and the appeal was made against this figure. The original valuation submitted on behalf of the appellant was £4,000.

The referee's decision was as follows:—

After hearing the evidence in this matter on the 18th January last, and having previously visited the property, I now award the sum of Five thousand four hundred and fifty pounds (£5,450) as being the value for Estate Duty Purposes as at the date of death, viz., 3rd September, 1921, of Foley House, cottages, and 73 acres of land included in the above appeal.

And I further award that the costs of the Appellant and the costs of the Commissioners shall be paid by the Commissioners of Inland Revenue.

The Rent Restriction Act Committee.

The Rent Restriction Act Committee was appointed on 25th July, 1922—

"To consider the operation of the Increase of Rent and Mortgage Interest (Restrictions) Act, and to advise what steps should be taken to continue or amend that Act."

An interim Report (*ante*, p. 50) was presented on 19th October, 1922, and on 4th December the Committee was re-appointed with Lord Onslow as Chairman in the place of Sir Henry Norman, M.P., who was compelled to resign owing to the pressure of private affairs.

The Majority Report is signed by:—

Lord Onslow (Chairman).	Sir Aubrey Symonds.
Lord Eustace Percy, M.P.	Judge Sir Edward Bray.
Sir Ernest Hiley, M.P.	Sir Theodore Chambers.
Col. F. E. Fremantle, M.P.	Mr. A. S. D. Thomson.
Col. G. C. H. Wheler, M.P.	Mr. Thomas White.
Major H. Barnes.	Mr. P. B. Moodie.

Several of these sign with reservations, namely:—

Lord Onslow, Sir Ernest Hiley, Col. Wheler and Sir Aubrey Symonds, as to mortgages.

Col. Fremantle, as to local option.

Major Barnes, as to permitted increases of rent.

Mr. White, as to the dates of withdrawal of houses from protection, and as to permitted increases of rent, and

Mr. Moodie, as to mortgages and dates of withdrawal.

A separate report is presented by—

Mr. Duncan Graham, M.P. Col. D. Watts Morgan, M.P.

The following is the summary of principal recommendations appended to the Majority Report:—

1. That all restrictions should be removed at the earliest possible date, but that it is not practicable to remove all the restrictions on all classes of houses at once.

2. That the further period of restriction which is recommended should be regarded as in the nature of a transition period between the present time of full control, and the time when all restrictions are removed, and that accordingly the new Act should aim at the gradual withdrawal of control during the transition period.

3. That in the case of England and Wales houses which were first brought within the scope of restrictions by the 1920 Act should not be included in any new Act; that houses first brought in under the 1919 Act should be protected until Midsummer, 1924; and that protection should be withdrawn from the remaining class of houses at Midsummer, 1925. In the case of Scotland the corresponding dates would be Whitsunday (May 28th), 1924, and Whitsunday (May 28th), 1925.

4. That the increases of rent permissible under the present Act should not be altered except in the case of a tenant who sublets part of a house. The position of Scottish house-owners, who are placed at a disadvantage as compared with English owners in consequence of the Scottish rating system, to receive consideration.

5. That when any house to which the Act applies is, or becomes, wholly vacant after the publication of this Report, it shall be withdrawn from the scope of the Act.

6. That at any time during the period of operation of the new Act, the tenant of a house to which the Act applies shall have an exercisable option of contracting out of the Act by entering into an agreement with his landlord, enforceable by both parties, for a lease of the house, the term of such lease, which may begin to run from any date to which the parties may agree, to extend beyond the date at which the new Act ceases to apply to the house, on any terms as to rent, &c., which may be agreed upon; provided that in the case of a house which will be protected until 1925, such lease shall not be valid unless and until the landlord has obtained the approval of the court.

7. That analogous provisions to those in the present Act relating to the landlord's right to possession in certain cases shall be re-enacted, but with the following modifications:—

(*a*) Alternative accommodation to be defined as "accommodation reasonably suitable to the residential and other needs of the tenant and his family";

(*b*) An owner requiring possession of his house for his own occupation, or the occupation of his children shall, if he became the owner before the date of this Report, be entitled to it without any condition as to alternative accommodation, provided that he has given his tenant at least three months' notice to quit, such notice not to expire before Michaelmas, 1923, and provided also that in the case of a person who did not become the owner until after 31st December, 1921, the court consider that greater hardship would be caused by refusing the order for possession than by granting it;

(*c*) In the case of a house, possession of which is required for an employee, whether agricultural or otherwise, the present provision should be amended so as to apply not only to the case of a man already employed, but also to the case of a man about to be employed;

(*d*) The present provisions whereby possession can be obtained by public authorities and statutory companies to be extended to the case of a private person or company carrying out improvement works, in cases where the court considers that the carrying out of such works is in the public interest;

(*e*) The present provision whereby a landlord can obtain possession if a person residing with the tenant is a nuisance or destructive, to be extended to include the case of a destructive sub-tenant or lodger.

In all the cases dealt with in paragraphs (*b*) to (*e*) an order for possession must be obtained from the court, and such order shall not be given unless the court is satisfied that it is reasonable to do so.

8. That licensed houses should not come within the scope of the new Act.

9. That so long as a particular house remains protected as regards rent, any mortgage on that house should be restricted as under the present Act, both as regards rate of mortgage interest and as regards the power of calling in the mortgage, but that the restrictions should be relaxed by leave of the court in certain cases.

10. The position as to sub-tenants in houses to which the new Act applies shall remain substantially unaltered. So long as the tenant is protected against excessive charges by the landlord, the sub-tenant should be equally protected against excessive charges by the tenant, but at the same time tenants should be allowed to charge some strictly limited addition to the permissible rent of the part of the house occupied by the sub-tenant, and the landlord should be allowed to charge the tenant some strictly limited addition to the permitted rent in order to recoup him for the additional expense entailed by extra wear and tear, or by structural alterations necessitated by the occupation of the house by more than one family. In order to check the present practice of excessive charges to sub-tenants, the landlord as well as the sub-tenant should be given the right to apply to the court for determination of the permissible charges.

Also,

(*a*) No tenant should have the power to sub-let or assign the whole of his premises to the same person for any period extending beyond the term of his contractual tenancy, so as to confer on the sub-tenant or assignee a right to remain after the determination of the term;

(*b*) A tenant ceasing to reside on the premises shall retain no rights under the Act after the termination of his contractual tenancy, if he has assigned or sub-let the premises and whether in one letting or in two or more lettings;

(*c*) Where a tenant gives his landlord notice to quit, the position of the sub-tenant shall not be affected. This is to meet the position created by a legal decision that in such cases the sub-tenant had no rights.

11. That the existing provision whereby a tenant can apply to the court for a suspension of the increase of rent allowed, on the ground that the premises are not in a reasonable state of repair, should be included in the new Act.

12. That the provisions as to furnished lettings, or lettings with attendance should be re-enacted, but that there should be some clearer definition of attendance.

13. That the provisions as to "key-money" and "premiums" should be re-enacted (with modifications to cover the case of a lease under recommendation No. 6) and that where a condition is imposed of taking furniture at an extravagantly excessive price, the excess over a reasonable price should be treated as a premium.

14. That the provision in s. 12 (9) of the present Act relating to the assessment of new houses should not be re-enacted.

15. That the position created by the House of Lords' decision in *Nicholson* v. *Jackson* should be altered. The benefit of the compounding allowance should be restored to the owner.

16. That the provisions in the present Act restricting the levying of distress for recovery of rent should be re-enacted.

17. That notices of increase of rent should be simplified so that on them the landlord need only inform the tenant of the amount of the increased rent he claims, but that the landlord should be bound to supply the tenant with particulars as to standard rent, rates, &c., whether the tenant demands them or not. Any increase of rent which is in excess of the legal increase should be invalid only in respect of the excess.

18. Attention is called to the serious hardships on landlords owing to the fact that under the present Act they may be called upon to repay excess sums extending back to 1920. Under the earlier Acts only six months' excess payments could be reclaimed. If, however, the preceding recommendation is accepted, this point will lose much of its importance, since a *bona fide* mistake on the part of the landlord will only invalidate a notice for increased rent in so far as the increase of claimed rent exceeds the permitted increase. Therefore no specific proposal to limit the tenant's right to refund of increases in excess of the permitted increases is put forward.

19. That an attempt should be made to provide machinery whereby cases may be heard and decided or a settlement arrived at before the cost of litigation is incurred.

20. That a landlord should be prevented from evicting a statutory tenant immediately on the lapse of restrictions without reasonable notice.

The following are extracts from the Reservations by signatories to the Majority Report.—

Reservation as to mortgages, by Lord Onslow, Sir Ernest Hiley, Colonel Wheler, and Sir Aubrey Symonds:—

Having regard to the fact that the essential factor in the revival of house-building on the scale which it reached before the War is the attraction of the investor, we have considered most fully this question of the restriction on the calling-in of mortgages, and we have come to the conclusion that all restrictions on dealings with mortgages should be allowed to lapse with the present Act.

We have come to this conclusion because we are convinced that there is abundant capital immediately available to mortgagors with adequate security, so that although in some cases withdrawal of restrictions might mean the calling-in of existing mortgages, a fresh mortgage could be obtained without difficulty and at a reasonable rate of interest. In this connection, it must be remembered that money is now comparatively cheap, while the value of house property, the security, has advanced. Building Societies all over the country have very large sums available for mortgages. Although this process would mean in some cases that owners might have to pay a slightly higher rate of interest for a fresh mortgage, we consider that the decreased and decreasing cost of repairs will in most cases compensate for this.

The great advantage which we anticipate would follow the removal of all restrictions on mortgages is the revival of confidence in house property as an investment. It would leave the investor completely free to deal in old property as with new, and should entirely remove the fear—which is at present such a potent factor in diverting capital from house-building—that further legislation may extend the scope of restrictions to cover new property and new mortgages.

Reservation as to variation of dates by Local Option by Colonel Fremantle:—

The confidence of the building industry will depend on the passing of the Act, not on the dates of its operation.

The same reasons vary in relative importance in different parts of the country and in different localities.

Questions of housing are pre-eminently suitable for local decision, and there is no reason for a uniform, inelastic time-table to be fixed for the whole country.

Some definite choice of dates for the several stages should therefore be allowed to local authorities up to a fixed end-date.

The dates to be chosen should be those laid down in the new Act. For this purpose I suggest 1924, 1925 and 1926 as basic dates for the three stages of decontrol.

Reservation as to permitted increase of rent by Major Barnes:—

That the increase of 25 per cent. for repairs should only be permitted on the rents of houses in which sub-letting takes place, and that in all other cases the increase should not exceed 20 per cent.

Reservation as to withdrawal of protection and permitted increase of rent by Mr. White:—

The higher-rented houses (the 1920 houses) should not be withdrawn from protection immediately on the expiration of the present Act, but they should be protected for a further period, and I suggest that this period should be the same as for the second category of houses (the 1919 houses).

Provision should be made in the new Act whereby the increase of 25 per cent. at present allowed for repairs should be capable of reduction periodically following an ascertained reductions in the cost of repairs.

Reservation as to withdrawal of protection and mortgages by Mr. Moodie:—

While agreeing that a definite move towards freedom of contract between landlord and tenant on the lines of the recommendations in the Report is expedient, I favour an extension for three years—the highest category houses (£70-£105 in London and lower rentals elsewhere), to fall out in 1924, the middle category (£35-£70) London, in 1925, and the lowest category (£35 and under) in 1926. I feel that a sufficiently important step in the desired direction will be taken in the current year if recommendations 5, 6 and 7—

(A) as to removal of all restrictions from houses which are or become wholly vacant;

(B) as to enabling a tenant to contract out of any new Act by entering into an agreement for a lease, on any terms that may be arranged, extending beyond the period of protection prescribed by the Act;

(C) for relaxing the restrictions on the landlord's right to obtain possession;

are adopted. It seems to me that tenants of the highest category houses should have at least one year to "turn round" so to speak, if they are not to be seriously handicapped in their endeavours to seek a reasonable arrangement with their landlord. Meantime the landlord will not suffer as the restricted rent (40 per cent. over pre-war) will provide a substantial increment over the pre-war return from his investment.

If the extended period of protection is limited to two years as recommended in the Majority Report, then I concur in Mr. White's suggestion that the highest and middle categories should fall out together in 1924.

Although I have felt it necessary on considering the evidence to join in the recommendation that the restrictions on mortgages should continue so long as rents are restricted, it appears to me that during any extended

period of restriction, and on the assumption that the 40 per cent. increase on pre-war rents continues, mortgagees should participate to a moderate extent in the increased margin of profit accruing to the house owner owing to the fall in the cost of repairs. This concession might appropriately take the form of an addition of ½ per cent. to the rate of mortgage interest—subject, however, to the retention of the existing maximum rate of 6½ per cent. as prescribed by s. 4 of the 1920 Act.

It is to be remembered that at present the mortgagee is only allowed an advance of 1 per cent. on his pre-war rate, which was frequently as low as 4 per cent. In the last two years, Housing Bonds have been issued by local authorities—with a State guarantee behind them—which carry 6 per cent. An additional ½ per cent. to the mortgagee—subject to the overhead maximum of 6½ per cent.—is thus justified on the merits as between the two parties, and will at the same time further the general policy of attracting capital to the building industry, and effectively facilitate arrangements for releasing mortgages where this is desired by either party.

The following is the summary of principal recommendations appended to the Minority Report :—

1. That the present restrictions should be continued till 1930, for houses coming within the category of the 1915 Act, and that, as regards other grades of houses, the restrictions should continue until the same date, unless these are previously withdrawn by an Order in Council submitted to and approved of by Parliament.

2. That there should be an immediate reduction of 25 per cent. in all rentals irrespective of the category in which the house is placed, and that, as at Martinmas, 1923, there should be a further reduction of 15 per cent.

3. That there should not be any differentiation as regards the removal of restrictions from the houses to which same at present apply.

4. That it should not be permissible to contract out of the provisions of the Act as regards the leasing of houses within the scope of the Act.

5. That houses becoming vacant should still remain within the scope of the Act, and if a landlord refuses to let such houses within a month of their becoming vacant, any person should be entitled to apply to the Court for an Order to compel the proprietor to let the house.

6. During the period the Rent Restriction Act remains in operation some restriction with respect to the sale of houses coming within its provisions is necessary.

7. That no alteration be made in the present statutory provisions relating to landlord's right to recover possession.

8. That no alteration be made in the existing law as regards alternative accommodation.

9. That in the case of an owner requiring possession for his own occupation, he shall be entitled to possession on the expiration of three months' notice, provided the Court is of opinion that the hardship which would be suffered by him in not obtaining possession would be greater than that imposed upon the tenant in being compelled to quit.

10. That no alteration be made in the existing law where possession is required for a whole-time employee.

11. That no extension should be granted of the right of a landlord to obtain possession of a house for a person not yet employed on work in connection with agricultural holdings.

12. That no alteration be made in the existing law relating to possession required for carrying out works of public utility.

13. That no alteration be made in the existing law where property is being damaged by occupiers.

14. That the existing restrictions as regards mortgages should continue.

15. That no increase of rent be allowed to an owner in the case of sub-letting.

16. That the definition of repairs should be extended so as to include internal repairs, such as decoration.

17. That no alteration be made in the existing law as regards furnished letting or lettings with attendance.

18. That no alteration be made in the existing law as regards key-money and premium.

19. That no alteration be made in the existing law as regards notice of increase of rent.

In our opinion, the whole crux of the question is the deplorable shortage of housing accommodation for the working-classes throughout the country, especially in the industrial centres. It is imperative that the State-aided Housing Schemes of Local Authorities should be at once revived, particularly when it is the case that well over 100,000 building operatives are unemployed at the present time and drawing unemployment benefits.

Conciliation Courts.

The following letter from Judge Parry appeared in *The Westminster Gazette* of the 12th inst :—

Sir,—A great deal of interest seems to have been taken in a suggestion that I have made that when the Rent Restrictions Act is continued, as it probably must be, the county courts should have given to them special powers to act as conciliation courts.

The idea seems prevalent that this proposal is a new one, and it is not well understood. The proposal is a very old and a very simple one. It was put before the citizens of the country in a speech on Local Courts delivered in the House of Lords by Lord Brougham in 1830. What he said was this :—

> "In many foreign countries Courts of Conciliation are established with a view to the prevention of law suits by having parties called before them—by talking to them familiarly, kindly and privately—by telling one that it is very foolish to go into court when the facts are so clear against him and that he will lose his cause—by telling another that he ought not any longer to resist payment, as it is quite clear that he is wrong; in short, by giving the parties sound advice to which they may attach the weight that does and will always belong to the disinterested counsel of a prudent and worthy man and of one experienced in such disputes."

The idea would be to make conciliation, or the effort at conciliation a condition precedent to litigation. It would save landlords and tenants, the vast majority of whom desire to live and let live, a great deal of unnecessary expense and bad blood, and would promote peace and comfort in the homes of the country. It would also save the Courts, the Bar, and the solicitors from being parties to much degrading and useless litigation.

I therefore ask you to assist me in making known what the proposal really is, and seek your co-operation in persuading Parliament to at least discuss the possibility of such a reform.

As to the details of carrying it out there can be no difficulty. When the judges and barristers of Denmark visited England last year they came to Lambeth County Court, and, thanks to Mr. Ostenfeld, of the Danish Bar, I have a copy of all the forms which have been used in Denmark, where the system has worked with success for the last hundred years. These could easily be adapted to our needs. All that is required is for Parliament to rise above the vested interests of lawyers and Treasury officials—interests which, to my mind, are not the highest interests of the lawyers and officials concerned—and to insist upon introducing a system of conciliation which will be a great relief to the poor and to those whose duty it is to endeavour to administer justice to the dwellers in the mean streets.—Yours, etc.,

EDWARD A. PARRY.

Clarendon, Sevenoaks, 9th February.

Law Students' Journal.

Law Students' Debating Society.

A joint debate was held with The Lyceum Club Debating Society at The Law Society's Hall on Tuesday, 6th February, 1923 (Chairman, Mr. C. P. Blackwell). Mrs. Calvert Spensley (Lyceum Club) proposed, "That Democracy is incapable of initiating wise reforms." Mr. Richard O'Sullivan (Law Students' Debating Society) opposed. The following members of the Lyceum Club also spoke :—Miss Mary Stewart, Mrs. Hewett and Miss Mackinnon. The following members of the Law Students' Debating Society also spoke :—Messrs. V. R. Aronson, J. W. Morris, Peter Anderson, Raymond Oliver, A. E. Johnson and H. Shanly. The motion was lost by seven votes. There were nineteen members and twenty visitors present.

Legal News.

Honours.

The honour of Knighthood has been conferred on Dr. George Duncan Grey, LL.D., solicitor, of Weston-super-Mare.

The *Western Daily Press* (Bristol) of the 9th inst., says the inclusion of the name of Dr. George Duncan Grey, LL.D., in the new list of honours has afforded much satisfaction to his numerous friends in Weston and Bristol. Sir George, who has lived in Somerset practically all his life, is a son of the late Rev. John Temperley Grey, and was born on the 29th September, 1868. Educated at the Bristol Grammar School, and articled to Mr. H. C. Trapnell, solicitor, of Bristol, he distinguished himself by taking first-class honours at the LL.B. examination, and gold medal at the LL.D. examination at the University of London, and honours at the Solicitors' Final. He played football for Clifton Rugby Club and Weston-super-Mare, and is now a member of the Somerset Rugby Union Committee. He is a contributor to the *Poetry Review*, *Punch*, *Chambers's Journal*, *The Outlook*, and other magazines, and the author of several books of verse and essays, the latest of which, "Secret Riches," has just been published by Arrowsmith's, of Bristol. Chairman of the Weston-super-Mare Unionist Association and of the two Weston-super-Mare Conservative Clubs, Vice-Chairman of the Divisional Unionist Association, and one of Somerset's representatives on the National Union, he is a well-known speaker on political platforms in the West of England. He was very active during the war in recruiting work, and in the War Savings and War Bonds Campaigns. He is in practice as a solicitor at Weston-super-Mare, and at Abergavenny, and a member of the Somerset County Council. He married in 1898 Miss Mary Elizabeth Spence, grand-daughter of the late Mr. Francis Bennett Goldney, a family well known in Bristol, and has a daughter and two sons, the elder of whom, an artillery officer, served in France during the war.

Dissolution.

NORMAN VICTOR GILLING and OSWALD CHIPPINDALE, Solicitors, ("Gilling and Chippendale,") 108/9, Finsbury Pavement-house, London, E.C.2. In future the said business will be carried on by the said Norman Victor Gilling. [*Gazette*, 9th February.

General.

Judge Monet, of the Superior Court of Quebec, has died of heart disease at San Juan, Porto Rico.

Mr. May Oung, Barrister-at-Law, has been appointed a Puisne Judge of the Burma High Court in succession to Mr. H. L. Saunders, who has retired from the Bench.

The Times Parliamentary Correspondent writes:—A memorial has been presented to the President of the Board of Trade urging that the Merchandise Marks Bill shall be proceeded with at as early a stage this session as is possible.

Sir William John Crump, of Glenthorne, Harrow Weald, Middlesex, and Leadenhall-street, E.C., solicitor, a former chairman of the National Unionist Association, twice Mayor of Islington, who died on 8th January last, aged 72, left unsettled property of the gross value of £238,657, with net personalty £233,236.

Mr. George Charles Hazeldine Jennings, of Lyndhurst-avenue, Mill-hill, N.W., and of Leadenhall-street, E.C., solicitor, a representative of Aldgate Ward on the Corporation of London since 1908, and Deputy-Alderman for the last seven years, a member of the Spectacle Makers' Company, left estate of gross value of £7,265.

The Vice-Chancellor of Cambridge University is informed that according to the will of Sara Norton, late of Boston, Mass., a certain sum of money is to be paid to the New England Trust Company to be held in trust for two beneficiaries, and at the death of the survivor of them the New England Trust Company shall pay to the University of Cambridge the sum of five thousand dollars, the annual income of which is to afford a prize for the best essay on the political history of the United States of America.

A reply, says *The Times*, has been received from the French Government to the representations made to them with regard to the Bill passed by the Chamber of Deputies for the modification of existing legislation as to the holding of real property in France, Algeria and the French Colonies by foreigners. M. Poincaré states that he fully recognises the importance of the observations and suggestions made by the British Government, and that he will bring them to the attention of the Committees of the Senate which will be entrusted with the examination of the Bill. The measure has not yet been submitted to the Senate.

The following gentlemen, who have recently been appointed King's Counsel, were sworn in on Wednesday at the House of Lords and were afterwards called within the Bar in the Courts of Appeal and in the Chancery, King's Bench and Divorce Divisions:—Mr. William Wilson Grantham, Mr. Hubert Bayley Drysdale Woodcock, Mr. Rayner Goddard, Sir John Hall Seymour-Lloyd, K.B.E., Mr. Bernard Campion, Mr. Harold Claughton Scott, Mr. Charles Alan Bennett, Mr. William Craig Henderson, Mr. John Arthur Barratt, Mr. Basil Bernard Watson, Mr. Christopher John Wickens Farwell, Lord Halsbury, Mr. James Dale Cassels, Mr. Edward James Purchase, Mr. James Whitehead, Sir Harold Smith, and Mr. Francis Kendray Archer.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Feb. 19	Mr. Garrett	Mr. More	Mr. More	Mr. Jolly
Tuesday 20	Synge	Jolly	Jolly	More
Wednesday .. 21	Hicks Beach	Garrett	More	Jolly
Thursday..... 22	Bloxam	Synge	Jolly	More
Friday 23	More	Hicks Beach	More	Jolly
Saturday 24	Jolly	Bloxam	Jolly	More

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday Feb. 19	Mr. Synge	Mr. Garrett	Mr. Bloxam	Mr. Hicks Beach
Tuesday 20	Synge	Garrett	Hicks Beach	Bloxam
Wednesday .. 21	Synge	Garrett	Bloxam	Hicks Beach
Thursday 22	Garrett	Synge	Hicks Beach	Bloxam
Friday 23	Synge	Garrett	Bloxam	Hicks Beach
Saturday 24	Garrett	Synge	Hicks Beach	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, February 9.

JOHN HAMMOND & Co. (1918) LTD. March 1. Frederick W. Carder, Victoria-chmbrs., Stoke-on-Trent.
STYLECRAFT LTD. March 20. Mr. John Gordon, 7, Bond-place, Leeds.
ELLIOT (1920) LTD. March 5. Frederic R. Wilson, 124, Wool Exchange, E.C.2.
ABBOTT, ANDERSON & ABBOTT LTD. Feb. 26. Edward C. Moore, Thames House, Queen-street-place, E.C.4.
D. R. PARKINSON LTD. Feb. 23. Mr. Frank Clemons, 36, Chancery-lane, W.C.2.
THOMAS BRAITHWAITE & Co. (BACUP) LTD. March 17, James H. Lord, Bank Buildings, Bacup.
JAMES BOYLE & Co. LTD. March 20. James Boyle, 7, Railway-rd., Blackburn.
THE IVY TANNERY Co. LTD. March 21. Harold Hague, 2, Waterloo-st., Oldham.
THE WREN THREE LINK PATENT SAFETY COUPLER LTD. Feb. 28. William H. Bell, 3, Bridge-rd., Woolston, Southampton.
WILLIAM BAILEY (BARNOLDSWICK) LTD. March 14. Edward Wood, 3, Grimshaw-st., Burnley
THE E.B.C. ELECTRICAL Co. LTD. Forthwith. F. Rowland, 3, Thames-house, Queen-st.-place, E.C.4
ALFRED SUTCLIFFE LTD. March 10. Richard W. Wood, St. Mary's-chmbrs., Bury.
MARGERISON, JOWITT AND RUSHTON. Feb. 19th. Thomas Leach, 108, Langham-rd., Blackburn.
THE MARPLE WEAVING Co. LTD. March 7. Johnson P. Smith, 77, King-st., Manchester.

London Gazette.—TUESDAY, February 13.

F. MITCHELL & Co. LTD. Mar. 9. A. F. H. Render, 3, Cheapside, Bradford.
WELLS (BRADFORD) LTD. Feb. 28. Alfred Greaves, 5, Bank-st., Bradford.
OSBORN TRADING Co. LTD. Feb. 21. Henry Shaw, 3, Whitechapel-rd., E.
TRENTHAM ENGINEERING Co. (CORNBROOK) LTD. and IRLAM ENGINEERING Co. LTD. Feb. 28. Joseph Butler, 26, East-parade, Leeds.
THE WELMAYDE MANUFACTURING Co. LTD. Mar. 1. Edward Clough, Cooke-st., Keighley.
ELECTRO-METALLURGICAL EXTRACTION LTD. Mar. 25. James A. Charlton, Bank of England Chambers, Tib-lane, Manchester.
LEA SHIPBUILDING AND REPAIRING Co. LTD. Mar. 10. Walter F. Harris, 135, Fenchurch-st., E.C.3.
POLLI BETTA COFFEE ESTATES Co. LTD. Feb. 28. William Neil, 35, Walbrook, E.C.
COORG COFFEE ESTATES Co. LTD. Feb. 28. William Neil, 35, Walbrook, E.C.
THE LOON BROOK GOLD MINING Co. LTD. Mar. 9. W. Harold Watts, 1, Leys-av., Letchworth.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, February 6.

Walker & Bennett Ltd.
Cory & Grundy Ltd.
Dudley Grand Electric Theatre Co. Ltd.
Parker Shoe Co. Ltd.
Anode Wireless & Scientific Instruments Ltd.
Slade Brothers Ltd.
The Commercial Motor Body Co. Ltd.
William Wright & Son (Felling) Ltd.
Wren Three-Link Patent Safety Coupler Ltd.
James Broughton & Co. Ltd.
Amy, Chune & Co. Ltd.
Ellison Bros. Ltd.
Boyd, Wilson & Co. Ltd.
Western Haulage Co. Ltd.
Allproof Export Co. Ltd.
W. L. Stewart & Co. Ltd.
Lancashire Cinemas Ltd.
Income Ltd.
Swalewell Comrades New Victory Club and Institute Ltd.

London Gazette.—FRIDAY, February 9.

Weatherhead & Co. Ltd.
James Boyle & Co. Ltd.
Waters, Carter & Sweatman Ltd.
Ideal Stores (Grimsby) Ltd.
The East Africa & Uganda Corporation Ltd.
Lillywhite Frowds (Haymarket) Ltd.
Milano Ltd.
Godalming Electric Empire Ltd.
Capsol Dyes Ltd.
Henry Holland Ltd.
Gleves Publishing Co. Ltd.
The Maximum Shoe Co. Ltd.
Waltons (Ironmongers) Ltd.
Halliwells (Doublers) Ltd.
Hudson Brook & Son Ltd.
Suburban Kinemas Ltd.
The Sharrow Steel Co. Ltd.
The Ivy Tannery Co. Ltd.
The Eagle Manufacturing Co. (Manchester) Ltd.
Central American Association Ltd.
Stylecraft Ltd.
William Bailey (Barnoldswick) Ltd.
Algerian Esparto Grass Co. Ltd.
D. R. Parkinson Ltd.
Harrison & Henri Ltd.
J. D. Bishop & Co. Ltd.
John J. Hampson Ltd.
Ibberson Ltd.
Gwys Anthracite Collieries Co. Ltd.

London Gazette.—TUESDAY, February 13.

Talbot & Lobley Ltd
Fowell & Co. Ltd.
T. Cadby & Sons (1921) Ltd.
Osborn Trading Co. Ltd.
Duoscope Ltd.
Alfred Sutcliffe Ltd.
The Alnwick and County Gazette and Steam Printing Co. Ltd.
George Hutton Ltd.
Tangier Motor Co. Ltd.
British Levant Ship Stores Ltd.
The British Transmission Co. Ltd.
The Wilts & Somerset Farmers Ltd.
The Marple Weaving Co. Ltd.
J. & J. Beaulah (Wisbech) Ltd.
Elspeth Phelps Ltd.
Margerison Jowitt & Rushton Ltd.
Brownlow W. Blades Ltd.
Dunkerley & Broadbent Ltd.
W. A. Gibson Ltd.
Perring-Thoms Ltd.
J. Murray & Co. Ltd.
The London Carding Co. Ltd.
The Loon Brook Gold Mining Co. Ltd.
Williams & Ware Ltd.
The Stanley Produce Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, February 9.

ASHTON, SAMUEL, Hollingwood, Oldham, Ironworkers' Labourer. Oldham. Pet. Feb. 6. Ord. Feb. 6.
AYRES, JOHN, Clyst St. Mary, Devon, Sawyer. Exeter. Pet. Feb. 7. Ord. Feb. 7.
BALL, WILFRED J., Ashton-on-Mersey, Traveller. Manchester. Pet. Feb. 5. Ord. Feb. 5.
BATES, WILFRED D., Nottingham, Fancy Draper. Nottingham. Pet. Feb. 5. Ord. Feb. 5.
BENDER, BARNEY, Shepherd's Bush, Cabinet Maker. High Court. Pet. Jan. 8. Ord. Feb. 6.
BOCHENEK, ZELMAN, Commercial-rd, Commercial Agent. High Court. Pet. Dec. 15. Ord. Feb. 6.
CAPPS, WILLIAM T., Luton, Schoolmaster. Luton. Pet. Feb. 6. Ord. Feb. 6.
CATTRELL, HAROLD W. K., Chiswick, Civil Servant. Brentford. Pet. Feb. 7. Ord. Feb. 7.
CLARE, GEORGE W., Falmouth, Dairyman. Truro. Pet. Feb. 7. Ord. Feb. 7.
COATES, ROBERT, Scarborough, Motor Engineer. Scarborough. Pet. Feb. 5. Ord. Feb. 5.
COSSEY, ROBERT E. P., Broome, Norfolk. Fowl Dealer. Great Yarmouth. Pet. Feb. 5. Ord. Feb. 5.
COX, CHARLES J., Castleford, Yorks Electrical Engineer. Wakefield. Pet. Feb. 6. Ord. Feb. 6.
CREEDOR, ERNEST G., Bedwas, Mon., Draper. Newport (Mon.). Pet. Feb. 5. Ord. Feb. 5.
CROSSLEY, JOHN, Moreton, Chester, Farmer. Birkenhead. Pet. Feb. 7. Ord. Feb. 7.
DADLEY, BENJAMIN L., Tower Hill, Draughtsman. High Court. Pet. Feb. 7. Ord. Feb. 7.
ELLIS, ALBERT V., Isleworth, Nurseryman. High Court. Pet. Jan. 9. Ord. Feb. 6.
FOSTER, THOMAS, Skerne, Yorks, Farmer. Kingston-upon-Hull. Pet. Feb. 5. Ord. Feb. 5.
GILBERT, JOHN, Stoke, Golding, Leicester, Farmer. Leicester. Pet. Feb. 5. Ord. Feb. 5.
GOLDCROWN, J., Spitalfields, Hairdresser. High Court. Pet. Dec. 29. Ord. Feb. 7.
GREEN, THOMAS, Morley, Butcher. Dewsbury. Pet. Feb. 6. Ord. Feb. 6.
GRIFFITHS, JANE, Merthyr Tydfil, General Dealer. Merthyr Tydfil. Pet. Feb. 6. Ord. Feb. 6.
HADFIELD, JOSEPH W., North Rode, Chester, Farmer. Macclesfield. Pet. Jan. 24. Ord. Feb. 7.
HAY, Lt.-Col. GEORGE L., Gloucester-st., Belgrave-rd. High Court. Pet. Jan. 2. Ord. Feb. 7.
HAYES, ARTHUR, Waddington, Farmer, Lincs. Lincoln. Pet. Feb. 5. Ord. Feb. 5.
HYDE, W. H., Gresham-st., Manufacturer's Agent. High Court. Pet. Jan. 11. Ord. Feb. 7.
HERDSMAN, ROBERT, Kingston-upon-Hull, Coal Hawker. Kingston-upon-Hull. Pet. Feb. 7. Ord. Feb. 7.
HODGES, JOHN, Llandrindod Wells, Grocer. Newtown. Pet. Feb. 6. Ord. Feb. 6.
HOSKIN, FREDERICK W., Stonehouse, Plymouth, Tobacconist. Plymouth. Pet. Feb. 7. Ord. Feb. 7.
HOWELL, JOHN, Tonypandy, Stationer. Pontypridd. Pet. Feb. 7. Ord. Feb. 7.
JACOBS, REGINALD R., Chichester, Boot Retailer. Brighton. Pet. Feb. 7. Ord. Feb. 7.
JONES, HUGH H., Bettwycoed. Portmadoc. Pet. Jan. 2. Ord. Feb. 7.
KING, WILLIAM C., Fulham-rd., Fruiterer. High Court. Pet. Jan. 12. Ord. Feb. 7.
KRITZ, ABRAHAM, Walworth-rd., Clothier, Manufacturer, &c. High Court. Pet. Jan. 22. Ord. Feb. 7.
LOW, JAMES, Liverpool, Fruiterer. Liverpool. Pet. Sept. 26. Ord. Feb. 5.
MASON, ROBERT, the younger, Borough Fen, Northampton, Farmer. Peterborough. Pet. Jan. 19. Ord. Feb. 2.
MAYALL, ALBERT S., Waterloo, near Liverpool, Dairyman. Liverpool. Pet. Jan. 10. Ord. Feb. 7.
MINDEL, H., 203, Strand, Boot Retailer. High Court. Pet. Jan 16. Ord. Feb. 7.
MORGAN, HENRY, Wallasey, Chester, Wheelwright. Birkenhead. Pet. Jan 11. Ord. Feb. 5.
MORGAN, JOHN L., Ystradgynlais, Motor Hirer. Neath. Pet. Feb. 5. Ord. Feb. 5.
MORGAN, THOMAS G., Manchester, Agent. Manchester. Pet. Feb. 7. Ord. Feb. 7.
MYLES, HARRY A., and WEBB, WILLIAM E., South Norwood. Joiners. Croydon. Pet. Feb. 6. Ord. Feb. 6.
OLNEY, ARTHUR S., Stratford-on-Avon, Dealer in Antiques. Warwick. Pet. Feb. 6. Ord. Feb. 6.
PARKER, SAMUEL C., New Cleethorpes, Painter. Great Grimsby. Pet. Feb. 6. Ord. Feb. 6.
PEACOCK, R. B., Bedford Park, Middlesex. Brentford. Pet. Jan. 3. Ord. Feb. 6.
PICKERING, FREDERICK G., Carlisle, Engineer. Carlisle. Pet. Feb. 5. Ord. Feb. 5.
PRICE, WILLIAM E. T., Mansell-st., Aldgate, Hardware Merchant. High Court. Pet. Feb. 6. Ord. Feb. 6.
SEATON, ALFRED, Aylesbury, Cartage Contractor. Aylesbury. Pet. Jan. 20. Ord. Feb. 6.
SEDDON, LEONARD, Stockport, Electrical Engineer. Stockport. Pet. Feb. 6. Ord. Feb. 6.
SPENCER, EDWARD, Diggle, Yorks. Oldham. Pet. Jan. 19. Ord. Feb. 6.
SPURIN, CECIL J., Southampton, Tennis Ground Proprietor. Southampton. Pet. Feb. 5. Ord. Feb. 5.
STEAD, WILLIAM T., Liverpool, Cotton Waste and Ship's Store Dealer, Liverpool. Pet. Jan. 23. Ord. Feb. 17.
THOMPSON, ALICE M. M., Burnley, Draper. Burnley. Pet. Feb. 6. Ord. Feb. 6.
TREMBATH, JONATHAN P., Falmouth, Builder. Truro. Pet. Feb. 3. Ord. Feb. 5.
WAXMAN, NATHAN, Commercial-rd., E., Hardware Dealer. High Court. Pet. Feb. 6. Ord. Feb. 6.
WEBB, JAMES H., Waltham Abbey, Butcher. Edmonton. Pet. Feb. 7. Ord. Feb. 7.
WHITE, ALFRED A., Belvedere, Kent, Builder. Rochester. Pet. Feb. 6. Ord. Feb. 6.
WHITE, ERNEST E., Sittingbourne, Kent, Barge and Boat Builder. Rochester. Pet. Dec. 18. Ord. Feb. 5.
WILBY, JOSHUA W., Featherstone, Yorks, Carrier. Wakefield. Pet. Feb. 6. Ord. Feb. 6.
WOODHEAD, WILLIAM G., Huddersfield, Draper. Huddersfield. Pet. Feb. 5. Ord. Feb. 5.

Amended Notice substituted for that published in the *London Gazette* of February 6, 1923:—

JONES, THOMAS B., Hereford, Dental Practitioner. Hereford. Pet. Jan. 17. Ord. Feb. 2.

London Gazette.—TUESDAY, February 13.

BANNISTER, JAMES, Upholland, near Wigan, Collier. Wigan. Pet. Feb. 8. Ord. Feb. 8.
BATES, FRANK C., Aylesbury, Calf Dealer. Aylesbury. Pet. Feb. 7. Ord. Feb. 7.
BRADLEY, CECIL G., Wombridge, Salop, Licensed Victualler, Shrewsbury. Pet. Feb. 8. Ord. Feb. 8.
COWAN, F., 104, Regent-st., W.1. High Court. Pet. Jan. 9. Ord. Feb. 10.
CROSS, ARTHUR, Cleethorpes, Builder. Great Grimsby. Pet. Feb. 10. Ord. Feb. 10.
DAVIES, DANIEL, Treherbert, Miner. Pontypridd. Pet. Feb. 9. Ord. Feb. 9.
DAVIES, GILDAS, Llanelly, Florist. Carmarthen. Pet. Feb. 8. Ord. Feb. 8.
DOTTERILL, SYDNEY H., Rochester. Rochester. Pet Feb. 9. Ord. Feb. 9.
FIRTH, WILLIAM, Palmers Green. Edmonton. Pet. Dec. 2. Ord. Feb. 8.
FROST, ARTHUR C., Birmingham, Milk Churn Manufacturer, Birmingham. Pet. Feb. 8. Ord. Feb. 8.
GIRLING, GEORGE, Camden Town, Licensed Victualler. High Court. Pet. Feb. 9. Ord. Feb. 9.
GUEST, JAMES F., Seymour-pl. High Court. Pet. Jan. 4. Ord. Feb. 7.
HALL, FRANCIS, Birmingham, Traveller. Birmingham Pet. Jan. 19. Ord. Feb. 8.
HARDMAN, JAMES, Wigan, Tailor. Wigan. Pet. Feb. 10. Ord. Feb. 10.
HARRISON, FREDERICK, Burnley, Plumber. Burnley. Pet. Feb. 10. Ord. Feb. 10.
HIRSHORN, L., Hackney. High Court. Pet. Jan. 9. Ord. Feb. 7.
JONES, THOMAS B., Brechfa, Carmarthenshire, Farmer. Carmarthen. Pet. Feb. 8. Ord. Feb. 8.
KIRKBRIGHT, JOSEPH, Colne, Provision Merchant. Burnley. Pet. Jan. 20. Ord. Feb. 8.
KITCHING, WILLIAM T. B., Shap, Westmorland, Fruiterer. Carlisle. Pet. Feb. 8. Ord. Feb. 8.
LASHBROOK, JOHN S., Tredegar. Tredegar. Pet. Feb. 5. Ord. Feb. 5.
LISTER, JOSEPH S., Bradford, Commercial Traveller. Bradford. Pet. Jan. 25. Ord. Feb. 8.
MORGAN, WILLIAM C., Olney, Bucks, Builder. Northampton. Pet. Feb. 8. Ord. Feb. 8.
NAYLOR, WILLIE, Wombwell, Boot Repairer. Barnsley. Pet. Feb. 8. Ord. Feb. 8.
PARKER, WILLIAM O., Almondsbury, near Bristol, Grocer. Bristol. Pet. Feb. 2. Ord. Feb. 8.
PATTINSON, GEORGE, Allithwaite, Licensed Victualler. Barrow-in-Furness. Pet. Feb. 8. Ord. Feb. 8.
PODD, PARTRIDGE, Ipswich, Hardware Dealer. Ipswich. Pet. Feb. 7. Ord. Feb. 7.
POWELL, ALBERT T., Notting Hill. High Court. Pet. Nov. 23. Ord. Feb. 8.
SCHARVONE, ROSE, Wood Green, Costumier. Edmonton. Pet. Jan. 19. Ord. Feb. 7.
SHEPHERD, HEBEKIAH, Doncaster, Café Proprietor. Sheffield Pet. Feb. 9. Ord. Feb. 9.
SMITH, JOSEPH, Peterborough, Innkeeper. Peterborough Pet. Feb. 10. Ord. Feb. 10.
STANBURY, ELIZABETH J., Tiverton, Hotel Proprietress. Exeter. Pet. Feb. 8. Ord. Feb. 8.
STURLEY, GEORGE A., Croydon, Cabinet Maker. Croydon. Pet. Feb. 8. Ord. Feb. 8.
SWIFT, JAMES, Carlton, near Barnsley, Miner. Barnsley. Pet. Feb. 9. Ord. Feb. 9.
TAYLOR, RICHARD, Tonyrefail, General Dealer. Pontypridd. Pet. Feb. 9. Ord. Feb. 9.
THE PORTLAND STREET WAREHOUSE COMPANY, Manchester, Cloth Merchants. Manchester. Pet. Jan. 4. Ord. Feb. 8.
THOMPSON, WILLIAM, Huddersfield, Fish Dealer. Huddersfield. Pet. Feb. 9. Ord. Feb. 9.
TOZER, FRANK H. Maida Vale. High Court. Pet. Jan. 4. Ord. Feb. 8.
TURNER, ELIZABETH, H. Burnley. Burnley. Pet. Jan. 15. Ord. Feb. 8.
WHISSON, ARTHUR D., Rowlands Gill, Durham, Painter. Newcastle-upon-Tyne. Pet. Feb. 9. Ord. Feb. 9.
WHITWORTH, ELIZABETH A., Scarborough. Scarborough. Pet. Feb. 10. Ord. Feb. 10.
WINWOOD, BENJAMIN C., Clapton, Cabinet Manufacturer. High Court. Pet. Feb. 10. Ord. Feb 10.
WORLEY, RICHARD H., Alderney-st., Westminster, Builders' Agent. High Court. Pet. Dec. 19. Ord. Feb. 8.